



# Council Agenda Including Addeds

15th Meeting of City Council

September 26, 2023

1:00 PM

Council Chambers - Please check the City website for additional meeting detail information. Meetings can be viewed via live-streaming on YouTube and the City Website.

The City of London is situated on the traditional lands of the Anishinaabek (AUh-nish-in-ah-bek), Haudenosaunee (Ho-den-no-show-nee), Lūnaapéewak (Len-ah-pay-wuk) and Attawandaron (Add-a-won-da-run).

We honour and respect the history, languages and culture of the diverse Indigenous people who call this territory home. The City of London is currently home to many First Nations, Métis and Inuit today.

As representatives of the people of the City of London, we are grateful to have the opportunity to work and live in this territory.

The City of London is committed to making every effort to provide alternate formats and communication supports for meetings upon request. To make a request specific to this meeting, please contact [councilagenda@london.ca](mailto:councilagenda@london.ca) or 519-661-2489 ext. 2425.

Pages

## 1. Disclosures of Pecuniary Interest

## 2. Recognitions

### 2.1 His Worship the Mayor Recognizes City of London Employees who have achieved 25 years of service during 2023:

From Enterprise Supports: Michelle Blackburn, Brenda Canduro, Carter Fowler, Cristin A. Keller, David W. Loffhagen, Stephanie McCabe, Jeanette McComb, Chuck McDermott, Danielle Robbins, and Dean Thompson

From Environment and Infrastructure: Karen Beavers, Martin Owen Carswell, Doug Harron, Pam McClennan, Kevin Schaefer, and Mike A. Tacij

From Finance Supports: Anna Lisa Barbon, Renata Blazejowski, and Ryan Crichton

From Legal Services: Margo Perkowska

From Neighbourhood and Community-Wide Services: Samuel Dias, Todd Edward Groves, John Jolley; Sean Kingswell, Joseph Livingstone, Jan Regan, Justin Salt, Glenn D. Stork, and Justin Thurgood

From Planning and Economic Development: Jacek Domaracki, Philip Vivyurka, and Kimberly Wood

From Social and Health Development: Monique Barrett, Angela Haldane, Patty Joudrey, Silvia Larios, Rodolfo Solivio, Stefanie Spalding, and Janice Walker

From London Police Services: Tracey Chantler, Lee Currah, Erica Fitzsimmons, Richard Letourneau, David Mechefske, Bradley Resvick, Bernard Scheid, Michael Sladek, Ryan Valiquette, and Richard Zavitz

**3. Review of Confidential Matters to be Considered in Public**

**4. Council, In Closed Session**

**4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/16/CSC)

**4.2 Litigation/Potential Litigation/Solicitor-Client Privilege/Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same**

A matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board. (6.1/13/CWC)

**4.3 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice**

A matter pertaining to a personal matter about an identifiable individual, including municipal or local board employees, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to appointments to the London Hydro Board of Directors. (6.1/22/SPPC)

**4.4 Personal Matters/Identifiable Individuals**

A matter pertaining to an identifiable individual(s). (6.2/22/SPPC)

**4.5 Personal Matters/Identifiable Individuals**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.3/22/SPPC)

**4.6 Personal Matters/Identifiable Individuals**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List. (6.1/15/PEC)

**5. Confirmation and Signing of the Minutes of the Previous Meeting(s)**

**5.1 14th Meeting held on August 29, 2023**

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**6. Communications and Petitions**

**6.1 Vehicle for Hire By-law - Amendments/Information Report**

(Refer to the Community and Protective Services Committee Stage for Consideration with Item #4 (3.2) of the 14th Report of the Community and Protective Services Committee)

1. Z. Ghebre 167
2. *(ADDED) H. Savehilaghi, Yellow Taxi Inc. - Co-Founder / VP / General Manager* 168
3. *(ADDED) H. Woldemicael, General Manager, My Green Taxi* 170

6.2 Council Resolution - Housing Accelerator Fund

(Refer to the Planning and Environment Committee Stage for Consideration with Item #9 (4.1) of the 14th Report of the Planning and Environment Committee)

1. C. Butler 194

6.3 176 Piccadilly Street

(Refer to the Planning and Environment Committee Stage for Consideration with Item #3 (3.2) of the 15th Report of the Planning and Environment Committee)

1. S. Olivastri 195
2. *(ADDED) S. O'Neill* 197
3. *(ADDED) R. McDowell* 198
4. *(ADDED) D. Fraser* 199
5. *(ADDED) J. C. Fooks* 200
6. *(ADDED) A. and M. Harkins* 201
7. *(ADDED) S. Curtis-Norcross* 202
8. *(ADDED) H. Elmslie* 203
9. *(ADDED) J. Aitkenhead* 204
10. *(ADDED) J. Jacobson* 205
11. *(ADDED) B. Benedict* 206
12. *(ADDED) A.M. Valastro* 207

6.4 1364 - 1408 Hyde Park Road (OZ-9635)

(Refer to the Planning and Environment Committee Stage for Consideration with Item #7 (3.6) of the 15th Report of the Planning and Environment Committee)

1. J. and B. Thompson 208
2. J. Stern 209

7. Motions of Which Notice is Given

## 8. Reports

- 8.1 16th Report of the Corporate Services Committee 212
1. Disclosures of Pecuniary Interest
  2. (2.1) Contingencies/Stabilization and Risk Management Reserve Fund Rationalization Report (Relates to Bill No.'s 335, 336, 337, 338 and 339)
  3. (2.2) Capital Asset Growth Reserve Fund Rationalization Report (Relates to Bill No.'s 340 and 341)
  4. (2.3) SS-2023-215 - Facilities Maintenance and Operations Single Source Refrigeration Services Provider
  5. (2.4) RFP 2023-124 Consultant Services for City of London Vacancy Residential Property Study Award – Irregular Result
  6. (2.5) 2022 Annual Reporting of Lease Financing Agreements
  7. (2.6) Council Policy Review - Flags at City Hall and Illumination of City of London Buildings and Amenities (Relates to Bill No.'s 346 and 347)
  8. (4.1) Application - Issuance of Proclamation - Probus Month
  9. (4.2) Application - Issuance of Proclamation - Sikh Genocide Awareness Week
  10. (4.3) Application - Issuance of Proclamation - Sikh Heritage Month
  11. (4.4) Application - Issuance of Proclamation - National British Home Child Day
- 8.2 14th Report of the Community and Protective Services Committee 217
1. Disclosures of Pecuniary Interest
  2. (2.1) 5th Report of the Accessibility Community Advisory Committee
  3. (3.1) Business Licensing By-law Amendment to Schedule 2 Adult Entertainment Body-Rub Parlour - 609 Clarke Road (Relates to Bill No. 348)
  4. (3.2) Vehicle for Hire By-law - Amendments/Information Report (Relates to Bill No. 349)
  5. (4.1) Community and Neighbourhood Safety and Security Concerns Options for Agencies, Staff, Volunteers and those Accessing Services
  6. (5.1) *Request for Funding for Soil Remediation - Vision SoHo (West Block)*
- 8.3 13th Report of the Civic Works Committee 226
1. Disclosures of Pecuniary Interest

	2.	(2.1) 2024 Stormwater Management Remediation Project - Consultant Award	
	3.	(2.2) RFT-2023-224 Removal and Management of Hazardous & Special Products	
	4.	(2.3) SS-2023-233 Single Source Purchase of Cured In Place Pipe (CIPP) Lining Trailer	
	5.	(4.1) 9th Report of the Integrated Transportation Community Advisory Committee	
8.4		22nd Report of the Strategic Priorities and Policy Committee	230
	1.	Disclosures of Pecuniary Interest	
	2.	(2.3) 4th Report of the Governance Working Group	
	3.	(2.4) 6th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee	
	4.	(2.5) Education and Training Session Special Meeting	
	5.	(2.6) London's Approved Housing Accelerator Fund	
	6.	(4.1) City Manager, Recruitment and Selection Process	
	7.	(4.2) Consideration of Appointment to the London and Middlesex Community Housing Board of Directors (Requires 1 Member)	
	8.	(2.1) Development Charge Exemptions and Discounts	
	9.	(2.2) Municipal Accommodation Tax - Tourism London Annual Report	
	10.	(5.1) Consideration of Appointments to the London Hydro Board of Directors (Requires 2 Members) (Relates to Bill No. 343)	
	11.	(5.2) Proposed London Hydro and Newco Affiliate	
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	1.	Disclosures of Pecuniary Interest	
	2.	(2.1) Building Division Monthly Report - May 2023	
	3.	(2.2) Building Division Monthly Report - June 2023	
	4.	(2.3) 9th Report of the Ecological Community Advisory Committee	
	5.	(3.1) 2908 Dundas Street (Z-9627) (Relates to Bill No. 358)	
	6.	(3.2) 447 Ashland Avenue (SPA23-074)	

7. (3.3) 1992 Fanshawe Park Road West (TZ-9636) (Relates to Bill No. 359)
8. (3.4) 1515 Trossacks Avenue (Z-9632) (Relates to Bill No. 360)
9. (4.1) Council Resolution - Housing Accelerator Fund

8.6 15th Report of the Planning and Environment Committee 252

1. Disclosures of Pecuniary Interest
2. (3.1) 1588 Clarke Road
3. (3.2) 176 Piccadilly Street
4. (3.3) 3030 Singleton Avenue (Z-9640) (Relates to Bill No. 361)
5. (3.4) 1208 Fanshawe Park Road East (Z-9539) (Relates to Bill No. 362)
6. (3.5) 3234-3274 Wonderland Road South (Z-9618) (Relates to Bill No. 363)
7. (3.6) 1364-1408 Hyde Park Road (OZ-9635) (Relates to Bill No.'s 344 and 364)
8. (5.1) *10th Report of the Community Advisory Committee on Planning*

**9. Added Reports**

9.1 13th Report of Council in Closed Session

**10. Deferred Matters**

**11. Enquiries**

**12. Emergent Motions**

**13. By-laws**

By-laws to be read a first, second and third time:

- |      |  |     |
|------|--|-----|
| 13.1 | Bill No. 334 By-law No. A.- _____ - _____<br><br>A by-law to confirm the proceedings of the Council Meeting held on the 26th day of September, 2023. (City Clerk)  | 262 |
| 13.2 | Bill No. 335 By-law No. A.- _____ - _____<br><br>A by-law to establish the Self Insurance Reserve Fund and to repeal By-law No. A.-5929-208 being "A by-law to establish a reserve fund known as the Self Insurance Reserve Fund". (2.1c/16/CSC)   | 263 |
| 13.3 | Bill No. 336 By-law No. A.- _____ - _____<br><br>A by-law to establish the London Police Service Reserve Fund and to repeal By-Law No. A.-6390-236 being "A by-law to establish the London Police Service Recruitment Reserve Fund". (2.1c/16/CSC) | 265 |
| 13.4 | Bill No. 337 By-law No. A.- _____ - _____  | 267 |

	A by-law to establish the Debt Substitution Reserve Fund. (2.1c/16/CSC)	
13.5	Bill No. 338 By-law No. A.- _____ - _____  A by-law to establish the Water Debt Substitution Reserve Fund. (2.1c/16/CSC)	269
13.6	Bill No. 339 By-law No. A.- _____ - _____  A by-law to establish the Wastewater and Treatment Debt Substitution Reserve Fund. (2.1c/16/CSC)	271
13.7	Bill No. 340 By-law No. A.- _____ - _____  A by-law to establish the DC Incentive Program - Property Tax Supported Reserve Fund and to repeal By-law No. A.-7187-343 being "A by-law to establish the Industrial DC Incentive Program Tax-supported Reserve Fund". (2.2c/16/CSC)	273
13.8	Bill No. 341 By-law No. A.- _____ - _____  A by-law to repeal By-law No. A.-7191-347, being "A by-law to establish the Commercial DC Incentive Program Reserve Fund"; By-law No. A.-7190-346 being "A by-law to establish the Institutional DC Incentive Reserve Fund"; By-law No. A.-7193-349 being "A by-law to establish the Non-Growth Works Arising from Development Agreements Reserve Fund"; and By-law No. A.-7192-348, being "A by-law to establish the Residential DC Incentive Program Reserve Fund". (2.2c/16/CSC)	275
13.9	Bill No. 342 By-law No. A.- _____ - _____  A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (4.2/22/SPPC)	276
13.10	Bill No. 343 By-law No. A.- _____ - _____  A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (5.1/22/SPPC)	279
13.11	Bill No. 344 By-law No. C.P.-1512( )- _____  A by-law to amend The Official Plan for the City of London, 2016 relating to 1364-1408 Hyde Park Road (3.6a/15/PEC)	282
13.12	Bill No. 345 By-law No. C.P.-1512( )- _____  A by-law to amend The Official Plan for the City of London, 2016 relating to 1918 to 2304 and 2005 to 2331 Kilally Road excluding 2065 Kilally Road (Director of Planning)	285
13.13	Bill No. 346 By-law No. CPOL.-114( )- _____  A by-law to amend By-law No. CPOL.-114-366 being "Flags at City Hall" to repeal and replace Schedule "A". (2.6a/16/CSC)	290
13.14	Bill No. 347 By-law No. CPOL.-127( )- _____  A by-law to amend By-law No. CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to repeal and replace Schedule "A". (2.6b/16/CSC)	294

13.15	Bill No. 348 By-law No. L.-131( )-____  A by-law to amend By-law No. L.-131-16, as amended, entitled “A by-law to provide for the Licensing and Regulation of Various Businesses”. (3.1/14/CPSC)	297
13.16	Bill No. 349 By-law No. L.-130( )-____  A by-law to amend By-law No. L.-130-71, referred to as the Vehicle for Hire By-law, to amend Schedule 2 and Part 1 (3.2/14/CPSC)	300
13.17	Bill No. 350 By-law No. S.- _____ - _____  A by-law to assume certain works and services in the City of London. (Westfield Village Estates, Phase 1 – Stage 2, Plan 33M-621) (Deputy City Manager, Environment & Infrastructure)	301
13.18	Bill No. 351 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Settlement Trail and Pomeroy Lane; as part of Crane Ave; as part of Settlement Trail; as part of Pomeroy Lane; and as part of Tillman Road) (Chief Surveyor – registration of 33M-624 requires 0.3m reserves on abutting plans 33M-494, 33M-562, 33M-621 to be dedicated as public highway for unobstructed legal access through the subdivision)	303
13.19	Bill No. 352 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Lawson Road; and as part of Reeves Avenue and Elson Road) (Chief Surveyor – registration of 33M-710 requires 0.3m reserves on abutting plans 33M-585 and RP48(C) to be dedicated as public highway for unobstructed legal access through the subdivision)	306
13.20	Bill No. 353 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Asima Drive) (Chief Surveyor – registration of 33M-699 requires 0.3m reserve on abutting plan 33M-533 to be dedicated as public highway for unobstructed legal access through the subdivision)	308
13.21	Bill No. 354 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bradley Avenue West) (Chief Surveyor – registration of 33M-661 requires 0.3m reserves on abutting plans 33M-602 and 33M-641 to be dedicated as public highway for unobstructed legal access through the subdivision)	310
13.22	Bill No. 355 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Pack Road) (Chief Surveyor – development of Block 115 on Plan 33M-742 requires part of 0.3m reserve to be dedicated as public highway for unobstructed legal access through the subdivision)	312



13.23	Bill No. 356 By-law No. S.- _____ - _____  A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and west of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to the Sunningdale Road West at Hyde Park Intersection Improvements project)	
13.24	Bill No. 357 By-law No. W.- _____ - _____  A by-law to authorize Fire Station 15 – New Station (Project FS1087) (2.3/7/CPSC)	316
13.25	Bill No. 358 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2908 Dundas Street (3.1/14/PEC)	317
13.26	Bill No. 359 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1992 Fanshawe Park Road West (3.3/14/PEC)	319
13.27	Bill No. 360 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1515 Trossacks Avenue (3.4/14/PEC)	322
13.28	Bill No. 361 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3030 Singleton Avenue (3.3/15/PEC)	325
13.29	Bill No. 362 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1208 Fanshawe Park Road East (3.4/15/PEC)	327
13.30	Bill No. 363 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone portion of the lands located at 3234-3274 Wonderland Road South (3.5/15/PEC)	329
13.31	Bill No. 364 By-law No. Z.-1-23 _____  A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1364-1408 Hyde Park Road (3.6b/15/PEC)	332

#### 14. Adjournment



## Council Minutes

14th Meeting of City Council  
August 29, 2023, 1:00 PM

Present: Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

Also Present: L. Livingstone, A. Barbon, M. Butlin, S. Corman, K. Dickins, D. Escobar, M. Hepditch, O. Katolyk, P. Ladouceur, S. Mathers, H. McNeely, D. Purdy, R. Sanderson, K. Scherr, M. Schulthess, C. Smith

Remote attendance: B. Baar, B. Card, C. Cooper, J. Raycroft

The meeting is called to order at 1:07 PM; it being noted that Councillors P. Van Meerbergen and S. Hillier were in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor A. Hopkins disclosed a pecuniary interest with respect to Item 3 of the 12th Report of the Council, In Closed Session, having to do with an agreement related to the property located at 869 Commissioners Road West, by indicating that she owns property in close proximity to the location.

### 2. Recognitions

2.1 His Worship the Mayor Recognizes the 2023 Queen Elizabeth Scholarship Recipients

Angelina Lam, London Central Secondary School with a 99.33% average  
Amaris Peng, Sir Frederick Banting Secondary School with a 99.17% average

### 3. Review of Confidential Matters to be Considered in Public

None.

### 4. Council, In Closed Session

Motion made by: S. Franke

Seconded by: A. Hopkins

That Council rise and go into Council, In Closed Session, for the purpose of considering the following:

4.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

(6.1/15/CSC)

4.2 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/15/CSC)

4.3 Land Acquisition/Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending lease of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/15/CSC)

4.4 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/15/CSC)

4.5 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.5/15/CSC)

4.6 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.6/15/CSC)

4.7 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.7/15/CSC)

4.8 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.8/15/CSC)

4.9 Land Disposition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.9/15/CSC)

4.10 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.10/15/CSC)

4.11 Personal Matters / Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/21/SPPC)

4.12 Solicitor/Client Advice

Advice that is subject to solicitor-client privilege, as it relates to the Health and Homelessness Whole of Community System Response and future operation of the Hubs. (6.2/21/SPPC)

4.13 (ADDED) Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations

A matter pertaining to advice that is subject to solicitor-client privilege; including communications necessary for that purpose, and for the purpose of providing instructions and directions to officers and employees of the Corporation; information explicitly supplied in confidence to the municipality by Canada Mortgage and Housing Corporation pursuant to subsection 239(2)(h) of the Municipal Act, 2001; and the subject matter being considered is a position, plan, procedure, criteria or instructions to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality pursuant to subsection 239(2)(k) of the Municipal Act. (2.4/2/CPSC)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

The Council convenes in closed session at 1:19 PM and reconvenes in public session at 1:40 PM.

**5. Confirmation and Signing of the Minutes of the Previous Meeting(s)**

5.1 13th Meeting Held on July 25, 2023

Motion made by: P. Cuddy  
Seconded by: H. McAlister

That the Minutes of the 13th Meeting held on July 25, 2023, BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

Motion made by: E. Pelozza  
Seconded by: D. Ferreira

That the communications, with respect to the following, BE RECEIVED and BE REFERRED as noted on the Council Added Agenda:

6.1 Fireworks By-law Options

6.2 Springbank Park Recreational Dam

6.3 8th Report of the Environmental Stewardship and Action Advisory Committee

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

**7. Motions of Which Notice is Given**

7.1 Designate Rail Safety Week - September 18-24, 2023

Motion made by: A. Hopkins  
Seconded by: E. Pelozza

That pursuant to section 11.3 of the Council Procedure By-law, leave be given for the introduction of a notice of motion to consider a time sensitive request for the Municipal Council to proclaim September 18 – 24, 2023 as Rail Safety Week.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: A. Hopkins  
Seconded by: E. Pelozza

That in support of ongoing efforts to raise awareness, save lives and prevent injuries in our community, September 18 – 24, 2023 BE PROCLAIMED as Rail Safety Week in the City of London.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

## 7.2 Housing Accelerator Fund

At 1:47 PM, His Worship Mayor J. Morgan places Councillor S. Lewis in the Chair.

At 2:14 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: C. Rahman

Seconded by: A. Hopkins

That pursuant to section 11.3 of the Council Procedure By-law, leave BE GIVEN for the introduction of a notice of motion to consider a City-initiated zoning by-law amendment that would permit as of right, building permits for up to 4 residential units.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: Mayor J. Morgan

Seconded by: S. Lehman

That the following actions be taken with respect to the Housing Accelerator Fund application:

a) the Civic Administration BE DIRECTED to prepare a zoning by-law amendment that would permit as of right building permits for up to 4 residential units wherever a zone permits singles, semis, or street townhomes, for consideration by Council as soon as permitted by the statutory requirements of The Planning Act; and

b) the Civic Administration BE DIRECTED at their earliest opportunity, to review and prepare a strategic assessment for Council, of specific neighbourhoods where as of right building permits for more than 5 residential units may be appropriate within the existing framework of neighbourhood development.

Motion made by: S. Lehman

Seconded by: Mayor J. Morgan

Motion that part b) BE REFERRED to the Planning and Environment Committee for consideration:

b) the Civic Administration BE DIRECTED at their earliest opportunity, to review and prepare a strategic assessment for Council, of specific neighbourhoods where as of right building permits for 5 or more residential units may be appropriate within the existing framework of neighbourhood development.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: Mayor J. Morgan  
Seconded by: S. Lehman

Motion that part a), BE APPROVED:

That the following actions be taken with respect to the Housing Accelerator Fund application:

a) the Civic Administration BE DIRECTED to prepare a zoning by-law amendment that would permit as of right building permits for up to 4 residential units wherever a zone permits singles, semis, or street townhomes, for consideration by Council as soon as permitted by the statutory requirements of The Planning Act; and

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

## 8. Reports

### 8.1 13th Report of the Planning and Environment Committee

At 2:16 PM, Councillor S. Stevenson leaves the meeting.

Motion made by: S. Lehman

That the 13th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): S. Stevenson

**Motion Passed (14 to 0)**

### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

### 2. (2.1) 8th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the following actions be taken with respect to the 8th Report of the Ecological Community Advisory Committee:

a) the Ecological Community Advisory Committee Working Group comments on the Environmental Impact Statement relating to the property located at 952 Southdale Road West E FORWARDED to the Civic Administration for review and consideration; and,

b) clauses .11, 3.1, 3.2, 4.1, 5.1 to 5.6, inclusive BE RECEIVED for information.

**Motion Passed**

3. (2.3) Designation Pursuant to Part IV, Ontario Heritage Act - 1350 Wharncliffe Road South

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the designation of the property located at 1350 Wharncliffe Road South:

a) Notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix C of this report; and,

b) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 1350 Wharncliffe Road South to be of cultural heritage value or interest for the reasons outlined in Appendix C of the staff report dated August 14, 2023 BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;

it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;

it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal; and,

it being also noted that the Planning and Environment Committee received a communication dated July 28, 2023, from M. Davis, Siv-ik Planning / Design, with respect to this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

**Motion Passed**

4. (2.4) Heritage Alteration Permit Application - 134 Wortley Road - Wortley Village-Old South Heritage Conservation District

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application under Section 42, Ontario Heritage Act, seeking to recognize the demolition of the former building and approval for a proposed new building on the heritage designated property located at 134 Wortley Road, within the Wortley Village Old South Heritage Conservation District, BE PERMITTED subject to the following terms and conditions:

a) prior to the submission of the Building Permit application, the following details be provided to the Heritage Planner for approval:

i) storefront panelling details;

ii) storefront windows, including transom with simulated divided lights; and,

iii) upper windows, including simulated divided lights;

b) the exterior of the building, including its detailing, have a painted finish;



- c) consideration be given to using permeable pavers for the parking areas;
- d) the Heritage Planner be circulated on the Building Permit application to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- e) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

**Motion Passed**

5. (2.2) Heritage Alteration Permit Application - 520 Ontario Street - Old East Conservation District

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application made under Section 42 of the Ontario Heritage Act to erect a new house on the property located at 520 Ontario Street, within the Old East Heritage Conservation District, BE PERMITTED as proposed in the drawings appended to the staff report dated August 14, 2023 as Appendix C, subject to the following terms and conditions:

- a) all elevations of the exterior of the house be clad in horizontal vinyl siding with the exception of shake-style fibre cement board cladding in the gables and around the front doorway;
- b) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with the submitted design prior to issuance of the Building Permit;
- c) all exposed wood, including but not limited to the wood porch railing/guard, wood exterior stairs, and wood porch skirt, be painted;
- d) the property owner be encouraged to use colours from the Old East Heritage Conservation District palette (Appendix D);
- e) the property owner be encouraged to use landscaping at the front of the property to minimize the visibility of the height of the basement level; and,
- f) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the Planning and Environment Committee received a verbal delegation from U. Hecht, with respect to this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

**Motion Passed**

6. (3.1) Demolition Request for Heritage Property - 763-769 Dundas Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the demolition request for the building on the heritage listed property located at 763-769 Dundas Street:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the building on the property;
- b) the property located at 763-769 Dundas Street BE REMOVED from the Register of Cultural Heritage Resources; and,
- c) the property owner BE ENCOURAGED to commemorate the history of the property in a future development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Garrett, Zelinka Priamo Ltd.;
- Q. Lang, Vice Chair, Cross Cultural Learner Centre Board of Directors; and,
- V. Marochko, Executive Director, Cross Cultural Learner Centre;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

**Motion Passed**

7. (3.2) Demolition Request and Alteration Permit for Heritage Property - 320 King Street

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the application made under Section 42 of the Ontario Heritage Act seeking approval to demolish the existing parking garage and erect a new high-rise building on the subject property located at 320 King Street, within the Downtown Heritage Conservation District, BE PERMITTED as proposed and described herein and shown in drawings appended to the staff report dated August 14, 2023 as Appendix D, subject to the following terms and conditions:

- a) Design Modifications be implemented if and as appropriate to accommodate any measures required to mitigate potential telecommunications signal interference;
- b) a vibration monitoring strategy be prepared and undertaken during demolition and construction activities to assess and mitigate potential vibration impacts on adjacent cultural heritage resources;
- c) the Heritage Planner be circulated on the applicant's Building Permit application drawings to verify compliance with this Heritage Alteration Permit prior to issuance of the Building Permit; and,
- d) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Whitney, Zelinka Priamo Ltd.;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

### **Motion Passed**

8. (3.3) Vacant Land Condominium - 1875 Dalmagarry Road (39CD-23503)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Hyde Park Ventures Inc., relating to the property located at 1875 Dalmagarry Road, the Approval Authority BE ADVISED that the following issue was raised at the public participation meeting with respect to the vacant land condominium application:

- a) the provision of short-term public bicycle parking in the development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Soufan, York Developments; and,
- S. Allen, MHBC;

it being further noted that the Municipal Council approves this application for the following reasons:

- the purpose and effect of the meeting is to report to the Approval Authority any issues or concerns raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium and application for Site Plan Approval;
- the subject development block is of a size and shape suitable to accommodate the Draft Plan of Vacant Land Condominium; and,
- the proposed use, form, and intensity are considered appropriate and compatible with existing residential development in the surrounding neighbourhood;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D07)

### **Motion Passed**

9. (3.4) 341 Southdale Road East (Z-9626) (Relates to Bill No. 323)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by Sam Singh, relating to the property located at 341 Southdale Road East, the proposed by-law appended to the staff report dated August 14, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting

to be held on August 29, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R3 (R3-3) Zone TO a Holding Residential R5 Special Provision (h- )\*h-( )\*h-( )\*h-18\*R5-6( ) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- A. Richards, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to the Southwest Area Secondary Plan;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.(2023-D04)

### **Motion Passed**

#### 10. (3.5) 2550 Sheffield Boulevard (Z-9420) (Relates to Bill No. 324)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to a portion of the lands located at 2550 Sheffield Boulevard:

- a) the proposed by-law appended to the staff report dated August 14, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject lands FROM a Holding Business District Commercial BDC2 Special Provision / Office OF5 / Residential R8 Special Provision (h•h-54•h-100•h-128•BDC2(5)/OF5/R8-4(17)) Zone TO a Residential R5 Special Provision (R5-7( )) Zone; and,
- b) the Civic Administration BE DIRECTED to review short-term public bicycle parking in the development;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Haasen, Sifton Properties Limited; and,
- N. Davis;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended zoning by-law amendment is consistent with the Provincial Policy Statement (PPS 2020);
- the recommended zoning conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies; and,
- the recommended zoning will permit cluster townhouse dwellings as a permitted use which is appropriate and compatible with existing and future planned development in the area;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D04)

**Motion Passed**

11. (4.1) Facilitation of London as a Bird Friendly City by Nature Canada

Motion made by: S. Lehman

Whereas bird populations in North America are declining at alarming rates due to human factors that require urgent corrective actions to address;

Whereas the City of London and its surrounding region are home to many species of birds that migrate through or occur here throughout the year;

Whereas the City of London, through its programs, policies and operations, aims to protect the Natural Heritage System and to conserve birds and biodiversity wherever possible;

Whereas Nature Canada has developed a certification standard to certify eligible municipalities as a “Bird Friendly City” that recognizes and celebrates their contributions to saving bird lives within their jurisdictions; and,

Whereas the City of London’s existing “High-level” Bird Friendly City certification reflects the ecological, economic and cultural significance of birds to Londoners;

Be it resolved that the City of London supports efforts by the London Bird Team to pursue London’s re-certification as a Bird Friendly City;

it being noted that the Planning and Environment Committee received a communication from B. Samuels, Bird Friendly City London, ON, with respect to this matter.

**Motion Passed**

12. (5.1) 9th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the following actions be taken with respect to the 9th Report of the Community Advisory Committee on Planning, from its meeting held on August 9, 2023:

- a) the revised Working Group comments appended to the Community Advisory Committee on Planning Report, with respect to the property located at 50 King Street and 399 Ridout Street

North, BE FORWARD to S. Wise, Senior Planner, for consideration to be included in the staff report going to the Planning and Environment Committee August 14, 2023; it being noted that Community Advisory Committee on Planning would encourage public access through the corridors connected between the proposed towers and jail and courthouse; and,

b) clauses 1.1, 3.1, 3.2 and 3.3, 4.1, 5.1 to 5.6, inclusive, BE APPROVED.

**Motion Passed**

8.2 15th Report of the Corporate Services Committee

At 2:17 PM, Councillor S. Stevenson returns to the meeting.

Motion made by: S. Lewis

That the 15th Report of the Corporate Services Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Council Policy Review - Flags at City Hall and Illumination of City of London Buildings and Amenities

Motion made by: S. Lewis

That the following actions be taken with respect to the Flags at City Hall and Illumination of City of London Building and Amenities Policies:

a) the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Services Committee the necessary by-law to enact the proposed changes to the Flags at City Hall Policy, as appended to the staff report dated August 14, 2023, as Appendix A;

b) the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Service Committee the necessary by-law to enact the proposed changes to the Illumination of City of London Buildings and Amenities Policy, including the addition of national Pride month; and

c) the report dated August 14, 2023, with respect to this matter, BE RECEIVED;

it being noted that the policy changes noted above are outlined in this report.

**Motion Passed**

3. (4.1) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Motion made by: S. Lewis

That based on the application dated July 14, 2023 from the City of London Indigenous Employee Resource Group, September 30, 2023 BE PROCLAIMED Orange Shirt Day/National Day for Truth and Reconciliation.

**Motion Passed**

4. (4.2) Application - Issuance of Proclamation - National Children's Grief Awareness Day

Motion made by: S. Lewis

That Items 4.2, Application for National Children's Grief Awareness Day, and 4.3, Application for Child Care Worker and Early Childhood Educator Appreciation Day, BE RECEIVED and the City Clerk BE REQUESTED to follow up with applicants for clarification for a specific London connection and reapplication.

**Motion Passed**

5. (4.3) Application - Issuance of Proclamation - 23rd Annual Child Care Worker and Early Childhood Educator Appreciation Day

Motion made by: S. Lewis

That Items 4.2, Application for National Children's Grief Awareness Day, and 4.3, Application for Child Care Worker and Early Childhood Educator Appreciation Day, BE RECEIVED and the City Clerk BE REQUESTED to follow up with applicants for clarification for a specific London connection and reapplication.

**Motion Passed**

- 8.3 13th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 13th Report of the Community Protective Services Committee BE APPROVED, excluding Item 4 (3.1)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Stevenson be permitted to speak an additional 5 minutes with respect to this matter.

Yeas: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (6): H. McAlister, S. Trosow, S. Lehman, A. Hopkins, S. Franke, and E. Pelozo

**Motion Passed (9 to 6)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 8th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozo

That the 8th Report of the Animal Welfare Community Advisory Committee, from its meeting held on August 3, 2023, BE RECEIVED.

**Motion Passed**

3. (2.2) Winter Response Program Outcome Report Year-over-Year Comparison

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated August 15, 2023, with respect to the Winter Response Program Outcome Year-Over-Year Comparison, BE RECEIVED. (2023-S08)

**Motion Passed**

5. (4.1) Inter Faith Homes (London) Transition Strategy: Appointment of London-Middlesex Community Housing (Relates to Bill No. 305)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated August 15, 2023, related to the Inter Faith Homes (London) Transition Strategy and the Appointment of London-Middlesex Community Housing:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to:

i) delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to perform all of the duties and exercise all of the powers of The Corporation of the City of London as service manager under the Housing Services Act, 2011, with respect to designated housing projects and transferred housing programs in accordance with the Housing



Services Act, 2011, and policies and directives issued by the Minister of Municipal Affairs and Housing applicable to service managers under the Housing Services Act, 2011; and,

ii) delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to approve and execute agreements necessary to carry out the authority to perform all of the duties and exercise all of the powers of the City as service manager under the Act with respect to designated housing projects and transferred housing programs; it being noted that this delegation of authority does not include the authority to approve exit agreements and services agreements under the *Housing Services Act, 2011*;

b) the Deputy City Manager, Planning and Economic Development, or their written designate, BE AUTHORIZED, by Council, as Service Manager, to:

i) exercise any of the remedies available to the service manager under the *Housing Services Act, 2011* in connection with the resignation of the board of directors for Inter Faith Homes (London) or a triggering event under the *Housing Services Act, 2011*;

ii) approve and execute any agreements required to exercise any of the remedies available to the service manager under the *Housing Services Act, 2011* in connection with the resignation of the board of directors for Inter Faith Homes (London) or a triggering event under the *Housing Services Act, 2011*; and,

iii) authorize the appointment of City staff to act as an interim Board of Directors for Inter Faith Homes (London); and,

c) the Deputy City Manager, Planning and Economic Development, or their written designate, BE AUTHORIZED to undertake all the administrative acts that are required under the *Housing Services Act, 2011* in connection with the Inter Faith Homes (London) Transition Strategy. (2023-S14)

#### **Motion Passed**

#### 4. (3.1) Fireworks By-law Options

Motion made by: E. Pelosa

That the following actions be taken with respect to Fireworks By-law Options:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023; and,

b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following:

- licensing all retailers of fireworks;
- required communications to retailers and clients;
- fees; and,
- potential Administrative Monetary Penalty application and other compliance measures;

it being noted that the Community and Protective Services

Committee received communications from the following individuals with respect to this matter:

- V.R. Anber;
- A. Kanji;
- S. Sinnamon;
- L. Green;
- K. Rhodes;
- T. Miller;
- M. Robinson;
- T. McMullen;
- L. Gebhardt;
- G. Rhodes;
- J. McCall;
- K. Godin;
- S. Ross;
- M. Hulet;
- S. Deebrah;
- S. Liggett;
- B. McClement;
- C. Poirier;
- K. Patpatia;
- S. Alexopoulos;
- C. Wilson;
- J. First;
- N. and S. Tirolese;
- M. Luce;
- B. Amendola;
- B. Samuels;
- L. Macklem;
- P. Reid;
- B. Hampton;
- S. Olivastri;
- N. Hans;
- K. Wood;
- D. Devine;
- V. Varapravan;
- Tatvamasi London;
- S. Varapravan;
- S. Richards;
- S. Crane;
- R. St. Pierre;
- M. Hertz;
- L. Miller;
- J. Sayles;
- L. Hemming;
- J. Tennant;
- J. Orchard;
- E. Schwob;
- D. Prout;
- D. Heap and S. Kelly;
- C. Kuijpers;
- C. Healy;
- C. Helka;
- Vishwa Hindu Parishad;
- Hindu Legacy Group;
- G. Mandal;
- J. Jacobson;
- D. Ronson; and,
- D. Fraser;

it being pointed out that the following individuals made verbal

presentations at the public participation meeting held in conjunction with this matter:

- V.R. Anber;
- A. Kanji;
- D. Devine;
- G. Dendias;
- P. Soni;
- M. Leff;
- L. Macklem;
- N. Jadav;
- Resident;
- J. Tennant;
- D. Duquetrelle;
- S. Varapravan;
- T. Zacharias;
- Resident:
- V. Patra;
- M. Khandekar;
- S. Pandeh;
- D. Ronson;
- L. Miller;
- B. McClemt;
- D. Sooklem;
- M. Charbineau;
- T. Golden;
- D. Fortney;
- B. Ramakrishna Acharya;
- J. Orchard;
- M. Blosh;
- R. Patel;
- Rick;
- J. Robinson;
- V. Kothari;
- M. Jefbleesh;
- I. Gopalakrishnan;
- D. Prout;
- L. Pelzarri;
- S. Sayare;
- R. Mills;
- S. Twilley;
- D. Divariar;
- J. Paetz;
- M. Borski; and,
- B. Amendola. (2023-P01)

Motion made by: S. Trosow  
Seconded by: D. Ferreira

That Item 8.3(4) of the 13th Report of the Community and Protective Services Committee, "Fireworks By-law options" (3.1) BE REFERRED to the Civic Administration for further consideration with a report back to a future meeting of the Community and Protective Services Committee in order to consider the following:

- a) developing an additional option which would recognize and define a "Family Lights Celebration" (or similar consideration) that would be permitted under the by-law;
- b) reviewing the Business Licensing By-law with respect to the sale of fireworks and compliance measures; reviewing the various

definitions contained in the by-law of the various categories of fireworks; and

c) reviewing such other matters as emerge in the discussion of this Motion to Refer including, but not limited to, various definitions.

Yeas: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Nays: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (5 to 10)**

Motion made by: C. Rahman  
Seconded by: S. Lewis

That Item 4 (clause 3.1) of the 13th Report of the Community and Protective Services Committee BE AMENDED in part a) by adding the following, “and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar”; it being noted that the part a) would read as follows:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

Motion made by: E. Pelozza  
Seconded by: P. Cuddy

That pursuant to section 11.14 of the Council Procedure By-law, the question related to the proposed amendment to part a) BE CALLED.

Yeas: (12): S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (3): Mayor J. Morgan, H. McAlister, and S. Trosow

**Motion Passed (12 to 3)**

Motion made by: C. Rahman  
Seconded by: S. Lewis

That Item 4 (clause 3.1) of the 13th Report of the Community and Protective Services Committee BE AMENDED in part a) by adding the following, “and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar”; it being noted that the part a) would read as follows:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard)

fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

Yeas: (12): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

Nays: (3): H. McAlister, S. Trosow, and D. Ferreira

**Motion Passed (12 to 3)**

Motion made by: E. Pelozza  
Seconded by: C. Rahman

That Item 4 (clause 3.1), as amended, BE APPROVED.

Motion made by: E. Pelozza  
Seconded by: C. Rahman

Motion that the amended part a) BE APPROVED.

Yeas: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

Nays: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

**Motion Passed (10 to 5)**

Motion made by: E. Pelozza  
Seconded by: C. Rahman

Motion that part b) BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and E. Pelozza

Nays: (2): D. Ferreira, and S. Hillier

**Motion Passed (13 to 2)**

Item 4 (clause 3.1), as amended, reads as follows:

Item 4 (clause 3.1), as amended, reads as follows:

That the following actions be taken with respect to Fireworks By-law Options:

a) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with a proposed by-law to implement Fireworks By-law Update Option A, as outlined in the staff report dated August 15, 2023 and including an exception to permit consumer (backyard) fireworks to be discharged on Chinese New Year Day of the Lunar Calendar; and,

b) the Civic Administration BE DIRECTED to review the Business Licensing By-law with respect to the sale of fireworks and report back on the following:

- licensing all retailers of fireworks;
- required communications to retailers and clients;
- fees; and,
- potential Administrative Monetary Penalty application and other compliance measures;

it being noted that the Community and Protective Services Committee received communications from the following individuals with respect to this matter:

- V.R. Anber;
- A. Kanji;
- S. Sinnamon;
- L. Green;
- K. Rhodes;
- T. Miller;
- M. Robinson;
- T. McMullen;
- L. Gebhardt;
- G. Rhodes;
- J. McCall;
- K. Godin;
- S. Ross;
- M. Hulet;
- S. Deebrah;
- S. Liggett;
- B. McClement;
- C. Poirier;
- K. Patpatia;
- S. Alexopoulos;
- C. Wilson;
- J. First;
- N. and S. Tirolese;
- M. Luce;
- B. Amendola;
- B. Samuels;
- L. Macklem;
- P. Reid;
- B. Hampton;
- S. Olivastri;
- N. Hans;
- K. Wood;
- D. Devine;
- V. Varapravan;
- Tatvamasi London;
- S. Varapravan;
- S. Richards;
- S. Crane;
- R. St. Pierre;
- M. Hertz;
- L. Miller;
- J. Sayles;
- L. Hemming;
- J. Tennant;
- J. Orchard;
- E. Schwob;
- D. Prout;
- D. Heap and S. Kelly;
- C. Kuijpers;
- C. Healy;
- C. Helka;
- Vishwa Hindu Parishad;
- Hindu Legacy Group;

- G. Mandal;
- J. Jacobson;
- D. Ronson; and,
- D. Fraser;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- V.R. Anber;
- A. Kanji;
- D. Devine;
- G. Dendias;
- P. Soni;
- M. Leff;
- L. Macklem;
- N. Jadav;
- Resident;
- J. Tennant;
- D. Duquetrelle;
- S. Varapravan;
- T. Zacharias;
- Resident:
- V. Patra;
- M. Khandekar;
- S. Pandeh;
- D. Ronson;
- L. Miller;
- B. McClemt;
- D. Sooklem;
- M. Charbineau;
- T. Golden;
- D. Fortney;
- B. Ramakrishna Acharya;
- J. Orchard;
- M. Blos;
- R. Patel;
- Rick;
- J. Robinson;
- V. Kothari;
- M. Jefbleesh;
- I. Gopalakrishnan;
- D. Prout;
- L. Pelzarri;
- S. Sayare;
- R. Mills;
- S. Twilley;
- D. Divariar;
- J. Paetz;
- M. Borski; and,
- B. Amendola. (2023-P01)

Motion made by: C. Rahman

Seconded by: S. Lehman

That the enforcement of the current Fireworks By-law (PW-11) BE SUSPENDED for Diwali in 2023.

Yeas: (13): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Nays: (2): H. McAlister, and S. Trosow

**Motion Passed (13 to 2)**

Motion made by: E. Pelosa  
Seconded by: S. Franke

That the Council recess at this time, for fifteen minutes.

**Motion Passed**

The Council recesses at 4:07 PM and reconvenes at 4:28 PM.

8.4 12th Report of the Civic Works Committee

Motion made by: C. Rahman

That the 12th Report of the Civic Works Committee BE APPROVED, excluding Items 11 (4.2) and 13 (5.1).

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: C. Rahman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 8th Report of the Integrated Transportation Community Advisory Committee

Motion made by: C. Rahman

That the 8th Report of the Integrated Transportation Community Advisory Committee, from its meeting July 19, 2023, BE RECEIVED.

**Motion Passed**

3. (2.2) By-law Update - Vital Services By-law (PH-6) (Relates to Bill No. 309)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the By-Law Update for the Vital Services By-Law (PH-6):

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council Meeting on August 29, 2023, to amend the existing Vital Services By-law (PH-6); and,



b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this proposed by-law amendment. (2023-C01)

**Motion Passed**

4. (2.3) Greenway and Adelaide Wastewater Treatment Plants Climate Change Resiliency Consulting Fees Value Increase

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Greenway and Adelaide Wastewater Treatment Plants climate change resiliency consultant fee value increase:

a) the value of the engineering consulting fees for CIMA Canada Inc. BE INCREASED by \$949,759.80, including contingency (excluding HST), due to additional scope requests and project consolidation;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations; and,

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2023-E03)

**Motion Passed**

5. (2.4) Contract Award - RFT-2023-030 Watermain Cleaning and Lining Services

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to RFT 2023-030 Watermain Cleaning and Lining Services:

a) the bid submitted by Fer-Pal Construction Ltd. at its tendered price of \$6,498,810.00 (excluding HST), for Watermain Cleaning and Lining Services, BE ACCEPTED; it being noted that the bid submitted by Fer-Pal Construction Ltd. was the lowest of two bids received and meets the City's specifications and requirements in all areas and that this is the first year of a five year contract, where the City has the sole discretion to renew the contract for four additional years based on price and performance;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the

administrative acts that are necessary in connection with this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project; and,

e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E08)

**Motion Passed**

6. (2.5) Consulting Engineer Appointment - 2024/2025 Infrastructure Renewal

Motion made by: C. Rahman

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Consulting Engineer Appointment for the 2024/2025 Infrastructure Renewal Program:

a) Dillon Consulting Limited BE APPOINTED consulting engineers to undertake detailed design and construction administration services for the Decommissioning of Water Chamber 13 project and detailed design for the William Street Reconstruction project, in the total amount of \$413,912.40 (excluding HST), in accordance with Section 14.4(a) of the City of London's Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

**Motion Passed**

7. (2.6) Amendments to the Traffic and Parking By-law (Relates to Bill No. 310)

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report dated August 15, 2023, related to 2022 administrative amendments, BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to amend By-law PS-114, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2023-C01)

**Motion Passed**

8. (2.7) Contract Price Increase - Victoria Bridge - Temporary Modular Bridge

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Contract Price Increase for the Victoria Bridge Temporary Modular Bridge:

- a) Victoria Bridge – Temporary Modular Bridge (Tender RFT21-108) construction contract value with Algonquin Bridge, a Division of AIL International Inc. BE INCREASED by \$150,000.00 to \$380,390.00 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

**Motion Passed**

9. (2.8) Contract Price Increase - Churchill Avenue and Manitoba Street

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Contract Price Increase for the Churchill Avenue and Manitoba Street project:

- a) Churchill Avenue and Manitoba Street (Tender RFT21-130) construction contract value with Elgin construction Company Limited BE INCREASED by \$50,000.00 to \$4,316,261.95 (excluding HST) in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these projects; and,
- d) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-T04)

**Motion Passed**

10. (4.1) Springbank Park Recreational Dam

Motion made by: C. Rahman

That it BE NOTED that the delegation from M. Judson, was received and no further action be taken.

**Motion Passed**

12. (4.3) 9th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: C. Rahman

That the following actions be taken with respect to the 9th Report of the Environmental Stewardship and Action Community Advisory Committee, from its meeting held on August 2, 2023:

a) the Municipal Council BE ADVISED that the Environmental Stewardship and Action Community Advisory Committee (ESACAC)

recommends the City of London adopt Option B as outlined in the staff report presented to the Community and Protective Services Committee; it being noted that Option B would allow for permitted display fireworks only to be discharged on specific days in London; it being further noted that this option would restrict use of all consumer (backyard) fireworks, restrict the sale of consumer fireworks in London, and propose an increase to current fines;

b) the Municipal Council BE ADVISED that the Environmental Stewardship and Action Community Advisory Committee recommends that the City considers the locations of permitted display fireworks to account for nearby environmental disturbance and to limit pollution from entering sensitive features such as the Thames River, and that the City aim to promote lower-impact alternatives to fireworks for at least some subsidized public events, such as outdoor concerts and light shows using drones. it being noted that the submission on the fireworks by-law review, prepared by ESACAC, was received; and,

c) clauses 3.1, 3.2, 5.1, 5.3 and 5.4 BE RECEIVED.

**Motion Passed**

11. (4.2) Green Bin and Collection Program Changes

Motion made by: C. Rahman

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 15, 2023, related to the Green Bin and Collection Program Changes:

a) the Civic Administration BE DIRECTED to implement a weekly (except for Statutory Holidays) pickup system for Green Bin and Blue Box and a 26 week per year pickup system for garbage collection starting January 15, 2024, that includes a special provision to address the longer garbage collection cycle that occurs because of Statutory Holidays;

- b) the Civic Administration BE DIRECTED to establish an interim Waste Reduction & Conservation Calendar from October 1, 2023, to January 15, 2024, and distribute the Calendar using a combination of on-line tools and hard copies available at City facilities and other locations and not delivered door-to-door as is normally done;
- c) the Garbage Container Limit at the curb remain at three (3) containers or bags BE APPROVED, it being noted that the number of garbage pickup days has been reduced from 42 to 26 pickups;
- d) the Garbage Tag fee for use at the curb for extra bags or containers of garbage or for Bagged Residential Garbage brought to the EnviroDepots BE INCREASED from \$1.50 to \$2.00 as part of the upcoming Fees and Charges By-law review as part of the multi-year budget development;
- e) the Civic Administration BE DIRECTED to implement a separate large furniture and large bulky items collection program (limit of four items per pickup) that requires booking the pickup service in advance, with collection occurring on a regular collection day starting October 1, 2023, and includes a 3 month grace period; and,
- f) the Civic Administration BE DIRECTED to establish a monitoring system to determine the level of household satisfaction with the Green Bin and collection program changes and report back to Civic Works Committee in July 2024 and at year end, including specific details on managing pet waste and diapers and incontinence products;

it being noted that the presentation from J. Stanford, as appended to the Added Agenda, with respect to this matter was received; it being further noted that the communications, as appended to the Added Agenda, from M. Hulet, C. Butler and L. McColl, with respect to this matter, were received. (2023-E07)

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

- 13. (5.1) Referred by Municipal Council on July 25, 2023 - Clause 5.1 of the 8th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: H. McAlister

That the Civic Administration BE DIRECTED to prepare an information brochure to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received. (2023-E07)

Motion made by: C. Rahman  
 Seconded by: S. Lewis

That clause 5.1 BE AMENDED to read as follows:

That the Civic Administration BE DIRECTED to prepare information materials to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and complainants, and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Motion made by: H. McAlister

Seconded by: P. Cuddy

That the clause, as amended, BE APPROVED.

Motion made by: S. Trosow

Seconded by: H. McAlister

That the clause BE FURTHER AMENDED by adding the following:

b) that the Civic Administration BE DIRECTED to undertake a comprehensive review of the Yard and Maintenance By-law that encompasses the by-law provisions, definitions and related policies concerning naturalization of yards, naturalized areas and wildflower meadows, weeds, grass, and what is considered waste; the review should include:

i) a jurisdictional scan of other municipalities to examine how other by-laws have been updated to account for naturalization.

ii) to provide information about the enforcement of London's by-law, including the number of exemptions given for naturalization and the procedures followed by enforcement staff to assess a yard; and,

c) that a public participation meeting BE SET to allow the public to assess the by-law and any potential changes; and

d) that a "Get Involved" site BE ADDED, with respect to the above information.

Yeas: (6): H. McAlister, S. Trosow, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Nays: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, and S. Hillier

**Motion Failed (6 to 9)**

Motion made by: H. McAlister

Seconded by: P. Cuddy

That the clause, as amended, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

**Motion Passed (14 to 1)**

Item 13 (5.1), as amended reads as follows:

That the Civic Administration BE DIRECTED to prepare information materials to assist Municipal Law Enforcement Officers to explain the Council Policy on Naturalized Areas and Wildflower Meadows in response to community complaints and complainants, and with respect to the Yard and Lot Maintenance By-law where applicable;

it being noted that a verbal delegation from B. Samuels, a communication from L. Johnson and the staff report dated August 15, 2023, with respect to this matter, were received.

8.5 21st Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 21st Report of the Strategic Priorities and Policy Committee BE APPROVED.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 3rd Report of the Governance Working Group

Motion made by: S. Lewis

That the following actions be taken with respect to the 3rd Report of the Governance Working Group from its meeting held on July 27, 2023:

a) the following actions be taken with respect to the draft Council Members' Expense Account Policy:

i) that section 4.2, part c), item vi BE AMENDED to read "advertising, in the manner deemed appropriate by the Member to extend greetings";

ii) that section 4.2, part c), item vii BE AMENDED to read "expenses related to ward matters, including such expenses as: neighbourhood or constituent meetings, notices, printing, and other engagement opportunities deemed appropriate by the Member;" and;

iii) the balance of the draft Council Member's Expense Account Policy BE REFERRED to the next meeting of Governance Working Group for further discussion;

it being noted that an update to the transportation allowance in 4.2c) ix A. will come forward at a future meeting of Governance Working Group (GWG) for consideration;

- b) the Verbal Update on the Appointment of Deputy Mayor Policy from the City Clerk BE RECEIVED and that the City Clerk BE DIRECTED to bring forward a report on Strong Mayor legislation to a future meeting of Governance Working Group; and
- c) clauses 1.1, 2.1, 4.1, 4.4 and 4.5 BE RECEIVED.

**Motion Passed**

3. (4.1) August Progress Update- Health and Homelessness Whole of Community System Response

Motion made by: S. Lewis

That the following actions be taken with respect to the Health and Homelessness Whole of Community System Response;

- a) the August Progress Update – Health & Homelessness Whole of Community System Response Report BE RECEIVED for information;
- b) a one-time Single Source contract agreement with Ark Aid Mission Services in the total estimated cost of \$130,000., to support continued services at 696 Dundas from 2:30pm-9:30pm daily from August 1, 2023, through September 30, 2023, BE APPROVED;
- c) a one-time contract amendment agreement to Canadian Mental Health Association (CMHA) at a total estimated cost of \$70,000. to support the Coffee House drop-in program with additional evening hours per day from August 1, 2023, through September 30, 2023, BE APPROVED;
- d) a one-time contract amendment of existing agreements to London Cares for the continuation of service provision in Encampment Service Depots for a six (6)-week extension from August 14, 2023, to September 30, 2023, the total estimated cost of \$52,000, BE APPROVED as follows:
  - i) for food total estimated cost \$42,000;
  - ii) for water total estimated cost \$5,000;
  - iii) for comfort stations total estimated cost \$5,000;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project;
- f) the approval given herein BE CONDITIONAL upon the Corporation amending a Purchase of Service Agreement; and
- g) the Mayor and Government Relations staff BE DIRECTED to take the following actions:
  - i) undertake immediate advocacy efforts with the Association of Municipalities of Ontario, the Ontario Big City Mayors Caucus, and the Government of Ontario to develop a united policy condemning the relocation of homeless individuals under false pretense or against their will;
  - ii) further work with those partners to undertake the processes to stop this practice, including the development of proper levels of funding by the senior levels of government for adequate homelessness and supportive housing services, and appropriate consequences for organizations or individuals found to be engaging in such activities;



iii) work with the province to develop a program by which those released from hospitals or detention centres are provided proper discharge planning that includes transportation back to their home communities; and

h) that the Civic Administration BE DIRECTED to provide to the appropriate standing committee the existing data that is available with respect to this matter, including the reliability of the information;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 8, 2023 from Deputy Mayor S. Lewis and Councillor E. Pelozza and a communication dated August 14, 2023 from F. Moore, President, M. Rioux, Vice-President and J. Thompson, Executive Director, LIFE\*SPIN with respect to this matter.

**Motion Passed**

4. (4.2) Consideration of Appointment to the Museum London Board of Directors

Motion made by: S. Lewis

That Councillor S. Trosow BE APPOINTED to the Museum London Board of Directors for the term ending November 14, 2026.

**Motion Passed**

5. (4.3) Confirmation of Appointment to the Old East Village Business Improvement Area

Motion made by: S. Lewis

That the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the resignations of Kimberly DeSousa, Libro Credit Union and John Young, East Village Market BE ACCEPTED; and,

b) Caileigh Robson, Libro Credit Union BE APPOINTED to the Old East Village Business Improvement Area for the term ending November 14, 2026;

it being noted that the Strategic Priorities and Policy Committee received a communication dated July 26, 2023 from M. Drangova, Board Chair and J. Pastorius, General Manager, Old East Village BIA with respect to this matter.

**Motion Passed**

6. (4.4) Confirmation of Appointments to the Hamilton Road BIA

Motion made by: S. Lewis

That the following individuals BE APPOINTED to the Hamilton Road BIA for the term ending November 14, 2026:

Councillor H. McAlister  
Shahin Kardan, Vice Chair, Apollo Pizza and Wings  
Gursharan Singh, Baked Bites

Dan Martens, Western IT  
Naz Tilva, Sak's Variety Store  
Rick Pinheiro, Pinheiro Realty

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 9, 2023 from C. Luistro, Executive Director, Hamilton Road BIA with respect to this matter.

**Motion Passed**

**9. Added Reports**

9.1 12th Report of Council in Closed Session

Motion made by: C. Rahman

Seconded by: A. Hopkins

1. Property Acquisition – 16 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 16 Wellington Road, further described as Part of Lot 13 Plan 11 (4th), in the City of London, County of Middlesex, being all of PIN 08357 0035 (LT), containing an area of approximately 7,373 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by 16 WELLINGTON HOLDINGS LTD. (the “Vendor”), to sell the subject property to the City, for the sum of \$1,380,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

2. Property Acquisition – 124-126 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 124 - 126 Wellington Road, further described as Part of Lot 4, Plan 312 (4th) as in Inst. No. 676511, S/T 676511, in the City of London, County of Middlesex, being all of PIN 08357-0095 (LT), containing an area of approximately 10,054 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by SJMA ON SITE GROUP INC. (the “Vendor”), to sell the subject property to the City, for the sum of \$1,495,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

Motion made by: C. Rahman  
Seconded by: P. Cuddy

3. License Agreement – City and London Hydro Inc. – New Telecommunications Tower and Equipment Room – 869 Commissioners Road West (Reservoir Park)

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of Deputy City Manager, Enterprise Supports, and the concurrence of Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the License Agreement for the lease of lands for a new Telecommunications Tower and Equipment Room located at 869 Commissioners Road West, the License Agreement between the City (the “Licensor”) and London Hydro Inc. (the “Licensee”) attached as Appendix “A”, for the license in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer and Back-up generator on a portion of lands located at 869 Commissioners Road West for a term of Thirty Five (35) years commencing on December 30, 2023 (the “Commencement Date”) and terminating on December 30, 2058 (the “Expiry Date”) BE APPROVED, subject to renewal options.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

**Motion Passed (14 to 0)**

Motion made by: C. Rahman  
Seconded by: D. Ferreira

4. Offer to Purchase Industrial Lands – Raven Windows Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and labelled as Parcel A and Parcel B, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Raven Windows Inc., (the “Purchaser”) to purchase 3 acres more or less of the subject property from the City, at a purchase price of \$419,400.00 BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

5. Offer to Purchase Industrial Lands – Dhandabani Ramakrishnan (In Trust for a Corporation to be Incorporated) Huron Industrial Park C1 Lands

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337, further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 8, on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as

Appendix “B”, submitted by Riverside Burgeon Inc., (the “Purchaser”) to purchase 0.50 acres of the subject property from the City, at a purchase price of \$87,500.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

6. Offer to Purchase Industrial Lands – Huron Industrial Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and labelled as Parcel A and Parcel B, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Huron Industrial Inc., (the “Purchaser”) to purchase 4 acres of the subject property from the City, at a purchase price of \$606,425.00 BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

7. Offer to Purchase Industrial Lands – Wyedel Power Inc. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337, further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 7, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Wyedel Power Inc., (the “Purchaser”) to purchase 2.88 acres of the subject property from the City, at a purchase price of \$504,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

8. Offer to Purchase Industrial Lands – 2864150 Ontario Inc. – Innovation Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase II, being composed of Part of Block 1, Plan 33M592, being Parts 14 and 17, on Plan 33R-20884, in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 2864150 Ontario Inc., under the corporate name Aeon Canada (the “Purchaser”), to purchase six (6) acres of the subject property from the City, at a purchase price of \$990,000.00, reflecting a sale price of \$165,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

9. Offer to Purchase Industrial Lands – Thomson Foods Inc. – Huron Industrial Park C1 Lands

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C1, being

composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 6, as outlined on the sketch attached hereto as Appendix "A", the Agreement of Purchase and Sale (the "Agreement"), attached as Appendix "B", submitted by Thomson Foods Inc., (the "Purchaser") to purchase 1.00 acre of the subject property from the City, at a purchase price of \$175,000.00, reflecting a sale price of \$175,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

## 10. Deferred Matters

### 10.1 Consideration of Appointment to the London Hydro Board of Directors (Requires 2 Members) (Relates to Bill No. 306)

Motion made by: S. Stevenson  
Seconded by: P. Cuddy

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

- a) Tim Watson and Cedric Gomes BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,
- b) the ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on August 29, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.

Motion made by: Mayor J. Morgan  
Seconded by: C. Rahman

That the Council convene in closed session, in order to consider a personal matter about an identifiable individual, including municipal or local board employees, related to appointments to the London Hydro Board of Directors.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

The Council convenes in closed session at 6:02 PM and reconvenes in public session at 6:14 PM.

Motion made by: C. Rahman  
Seconded by: S. Lewis

That the Council convene in closed session, in order to consider a personal matter about an identifiable individual, including municipal or local board employees, and advice that is subject to solicitor-client

privilege, including communications necessary for that purpose, related to appointments to the London Hydro Board of Directors.

Yeas: (15): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

The Council convenes in closed session at 6:19 PM.

Councillor P. Van Meerbergen leaves the meeting at 7:00 PM.

The Council reconvenes in public session at 7:18 PM.

Motion made by: D. Ferreira

Seconded by: S. Stevenson

That the matter of consideration of appointments to the London Hydro Board of Directors BE REFERRED to a future SPPC meeting, including an invitation to the London Hydro Board Chair to address the Council with respect to this matter, including the process undertaken by the London Hydro Board and including the information gathered by the Board as a part of their due diligence.

Yeas: (8): Mayor J. Morgan, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, A. Hopkins, and D. Ferreira

Nays: (6): S. Lewis, C. Rahman, S. Lehman, S. Franke, E. Pelozza, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (8 to 6)**

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That Introduction and First Reading of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

Motion made by: D. Ferreira

Seconded by: A. Hopkins

That Second Reading of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333,, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

Motion made by: J. Pribil  
Seconded by: C. Rahman

That Third Reading and Enactment of Bill No.'s 304, 305, and 307 to 324, and the Added Bill No.'s 325, 326 and 328 to 333,, BE APPROVED.

Yeas: (14): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

Motion made by: P. Cuddy  
Seconded by: S. Stevenson

That Introduction and First Reading of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

**Motion Passed (13 to 0)**

Motion made by: D. Ferreira  
Seconded by: S. Lehman

That Second Reading of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

**Motion Passed (13 to 0)**

Motion made by: P. Cuddy  
Seconded by: S. Stevenson

That Third Reading and Enactment of Added Bill No. 327, BE APPROVED.

Yeas: (13): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Recuse: (1): A. Hopkins

Absent: (1): P. Van Meerbergen

**Motion Passed (13 to 0)**

The following are enacted as by-laws of The Corporation of the City of London:



Bill No. 304By-law No. A.- _____ _____	A by-law to confirm the proceedings of the Council Meeting held on the 29th day of August, 2023. (City Clerk)
Bill No. 305By-law No. A.- _____ _____	A by-law to delegate the Deputy City Manager, Planning and Economic Development, or their written designate, the authority to perform all of the duties and exercise all of the powers of the City as service manager under the Housing Services Act, 2011 (4.1/13/CPSC)
Bill No. 306By-law No. A.- _____ _____	A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (4.3/19/SPPC)
Bill No. 307By-law No. A.- 6377(____)- _____	A by-law to amend By-law No. A.-6377-206, as amended, entitled "A by-law to continue the London Transit Commission". (4.4/19/SPPC)
Bill No. 308By-law No. L.S.P.- _____-____	A by-law to designate 81 Wilson Avenue to be of cultural heritage value or interest. (2.2/11/PEC)
Bill No. 309By-law No. PH-6- 23____	A by-law to amend By-law No. PH-6, as amended, being "A by-law concerning the provision of vital services and the maintenance of suitable heat at leased or rented dwellings". (2.2/12/CWC)
Bill No. 310By-law No. PS-114- 23_____	A by-law to amend By-law PS-114 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.6/12/CWC)
Bill No. 311By-law No. S.-_____- _____	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Old Victoria Road and Bradley Avenue, west of Oetker Gate) (Chief Surveyor – for road dedicated purposes pursuant to a industrial land sale)
Bill No. 312By-law No. S.-_____- _____	A by-law to lay out, constitute, establish, name, and assume certain reserves in the City of London as public highway as part of Ayrshire Avenue. (Chief Surveyor – registration of 33M-833 requires 0.3m Reserve on abutting plan 33M-821 to be registered as public highway for unobstructed legal access through the subdivision)
Bill No. 313By-law No. S.-_____- _____	A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, east of Highbury Avenue North) (Chief Surveyor – for road dedication purposes pursuant to Consent B.035/23)

<p>Bill No. 314By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Road West, west of Wonderland Road South; and as widening to Bostwick Road, south of Southdale Road West) (Chief Surveyor – for road dedication purposes pursuant to the Southdale Rd W; Pine Valley Blvd to Bostwick Rd improvements project)</p>
<p>Bill No. 315By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Sunningdale Road West and Hyde Park Road, south of Sunningdale Road West and west of Hyde Park Road; and as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and east of Hyde Park Road) (Chief Surveyor – for road dedication purposes pursuant to the Sunningdale Rd W at Hyde Park Intersection Improvements project)</p>
<p>Bill No. 316By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Trafalgar Street, west of Veterans Memorial Parkway) (Chief Surveyor – for road dedication purposes pursuant to B.037/19)</p>
<p>Bill No. 317By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bluegrass Drive) (Chief Surveyor – establishment of Bluegrass Drive as road allowance requires 0.3m Reserve on abutting plan 33M-595 to be dedicated as public highway for unobstructed legal access throughout the subdivision)</p>
<p>Bill No. 318By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Beaverbrook Avenue; and as part of Oakcrossing Road) (Chief Surveyor – registration of 33M-600 requires a 0.3m reserve on abutting plans 33M-532 and 33M-566 to be dedicated as public highway for unobstructed legal access throughout the Subdivision)</p>
<p>Bill No. 319By-law No. S.- _____ - _____</p>	<p>A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Baird Street; as part of Whetherfield Street; and as part of Beaverbrook Avenue) (Chief Surveyor – registration of 33M-611 requires 0.3m Reserves on abutting plans 33M-511 and 3M-566 to be dedicated as public highway for unobstructed legal access throughout the subdivision)</p>
<p>Bill No. 320By-law No. W.- 5577(____)- _____</p>	<p>A by-law to amend by-law No. W.-5577-64, as amended, entitled, “A by-law to authorize the Western Road and Philip Aziz Avenue Improvements. (Project No. TS1136)”. (2.4/11/CWC)</p>
<p>Bill No. 321By-law No. W.- 5676(____)- _____</p>	<p>A by-law to amend by-law No. W.-5676-194 entitled, “A by-law to authorize the Capital Project TS1627 – Philip Aziz – Western Rd to Thames River.” (2.4/11/CWC)</p>

<p>Bill No. 322By-law No. W.- _____-____</p>	<p>A by-law to authorize Project TS1670 – Intersection – Sarnia/Philip Aziz – Western Rd. (2.4/11/CWC)</p>
<p>Bill No. 323By-law No. Z.-1- 23____</p>	<p>A by-law to amend By-law No. Z.-1 to rezone an area of land located at 341 Southdale Road East. (3.4/13/PEC)</p>
<p>Bill No. 324By-law No. Z.-1- 23____</p>	<p>A by-law to amend By-law No. Z.-1 to rezone lands located at 2550 Sheffield Boulevard. (3.5/13/PEC)</p>
<p>Bill No. 325By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 16 Wellington Holdings Ltd., for the acquisition of the property located at 16 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/15/CSC)</p>
<p>Bill No. 326By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and SJMA ON SITE GROUP INC., for the acquisition of the property located at 124-126 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/15/CSC)</p>
<p>Bill No. 327By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve a License Agreement between The Corporation of the City of London and London Hydro Inc. for the license in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer, and Back-up generator on a portion of lands located at 869 Commissioners Road West for a term of Thirty Five (35) years commencing on December 30, 2023 (the “Commencement Date”) and terminating on December 30th, 2058 (the “Expiry Date”), subject to renewal options. (6.3/15/CSC)</p>
<p>Bill No. 328By-law No. A.- _____- ____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Raven Windows Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 3 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/15/CSC)</p>

<p>Bill No. 329By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Riverside Burgeon Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 0.50 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/15/CSC)</p>
<p>Bill No. 330By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Huron Industrial Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 4 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.6/15/CSC)</p>
<p>Bill No. 331By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Wyedel Power Inc. for the sale of the City owned industrial land located in Huron Industrial Park, being composed being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 2.88 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.7/15/CSC)</p>
<p>Bill No. 332By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2684150 Ontario Inc. for the sale of the City owned industrial land located in Innovation Park, being composed Part of Block 1, Plan 33M592, being Parts 14 and 17, on Plan 33R-20884, in the City of London, County of Middlesex, containing an area of approximately 6 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.8/15/CSC)</p>
<p>Bill No. 333By-law No. A.- _____- _____</p>	<p>A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Thomson Foods Inc. for the sale of the City owned industrial land located in Innovation Park, being composed of being Part South 1/2 Lot 4, Concession 3, as in 750136 London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, containing an area of approximately 1.00 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.9/15/CSC)</p>

#### 14. Adjournment

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 7:36 PM.

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Josh Morgan, Mayor

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Michael Schulthess, City Clerk

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#23169

August 14, 2023  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 16 Wellington Road - Wellington Gateway Project  
(Subledger LD210029)  
RT1430-1B - Wellington Gateway - Land Rapid Transit  
16 Wellington Holdings Inc.

### Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	28,492,900	22,852,080	1,448,715	4,192,105
<b>Total Expenditures</b>	<b>\$28,492,900</b>	<b>\$22,852,080</b>	<b>\$1,448,715</b>	<b>\$4,192,105</b>

### Sources of Financing

Capital Levy	3,005,102	2,410,173	152,794	442,135
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	21,487,798	20,441,907	1,045,891	0
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 1)	4,000,000	0	250,030	3,749,970
<b>Total Financing</b>	<b>\$28,492,900</b>	<b>\$22,852,080</b>	<b>\$1,448,715</b>	<b>\$4,192,105</b>

### Financial Note:

Purchase Cost	\$1,380,000
Add: Disturbance Allowance and Moving Costs	15,000
Add: Legal Fees	5,000
Add: Land Transfer Tax	24,075
Add: HST @13%	182,000
Less: HST Rebate	-157,360
<b>Total Purchase Cost</b>	<b>\$1,448,715</b>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

Alan Dunbar

Manager of Financial Planning & Policy

lp

**Appendix B – Location Map**

16 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** 16 WELLINGTON HOLDINGS LTD.

**REAL PROPERTY:**

Address: 16 Wellington Road, London, ON N6C4M5

Location: East side of Wellington Road, North of Grand Avenue

Measurements: approximately 684.98 m<sup>2</sup>/ 7373.27 ft<sup>2</sup>

Legal Description: Part of Lot 13, Plan 11 (4<sup>th</sup>),  
City of London, County of Middlesex,  
as in Instrument No. 525689 as amended by 648281,  
being all of PIN 08357 0035 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE MILLION THREE HUNDRED AND EIGHTY THOUSAND DOLLARS CDN (\$1,380,000.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 1<sup>st</sup>, 2023**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **December 1<sup>st</sup>, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 15<sup>th</sup>, 2023**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have



accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, the Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

The undersigned Vendor agrees to the above offer.

IN WITNESS WHEREOF I/We have hereunto set my hand and seal this 2nd day of August, 2023.

16 WELLINGTON HOLDINGS LTD

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

Name: Jamie Crich, President

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

Name:

I/We have authority to bind the corporation

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto 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 Schulthess, City Clerk

Jack M. Sousa, Brown Beattie O'Donovan, LLP, 1600-380 Wellington Street, London, ON  
VENDOR'S LAWYER: Phone: 519-679-0400 Fax: 519-679-6350

PURCHASER'S LAWYER: Sachil Tatavari, Solicitor, 519-661-2469 (CITY) Ext. 4709 Fax: 519-661-0082

#### SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 90 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the property and the conducting of such tests.  
  
If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
6. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
7. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable to a mortgagee upon completion as set out in section 20 of the *Expropriations Act*.
8. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act, R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
9. **OCCUPANCY:** The Purchaser agrees that the Vendor may retain occupancy and possession of the Property upon the following terms:
  - a) Term: Expires February 28, 2024 ("Vacant Possession Date")
  - b) Utilities: Vendor to be responsible for Utilities to the Vacant Possession Date;
  - c) Insurance: Vendor shall at its sole cost and expense take out and maintain in full force and effect at all times throughout the Term general liability and property damage insurance written on a comprehensive basis with inclusive limits of five million dollars (\$5,000,000.00) for each occurrence. The Vendor shall provide a certificate evidencing continuation of coverage as herein provided naming the Purchaser as an Insured thereunder.
  - d) Vacant Possession shall occur on the Vacant Possession Date. The Vendor shall leave the Property in a clean broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.The terms of this paragraph 9 shall survive the completion of the transaction.
10. **RENTAL ITEMS/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any fixture which shall be paid out prior to closing.

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#23171  
August 14, 2023  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 124-126 Wellington Road - Wellington Gateway Project  
(Subledger LD210023)  
RT1430-1B - Wellington Gateway - Land Rapid Transit  
SJMA On Site Group Inc.

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	28,492,900	24,300,795	1,720,679	2,471,426
<b>Total Expenditures</b>	<b>\$28,492,900</b>	<b>\$24,300,795</b>	<b>\$1,720,679</b>	<b>\$2,471,426</b>

**Sources of Financing**

Capital Levy	3,005,102	2,562,967	181,477	260,657
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	21,487,798	21,487,798	0	0
Debenture Quota (Serviced through City Services - Roads Reserve Fund (Development Charges))(Note 1)	4,000,000	250,030	1,539,202	2,210,769
<b>Total Financing</b>	<b>\$28,492,900</b>	<b>\$24,300,795</b>	<b>\$1,720,679</b>	<b>\$2,471,426</b>

**Financial Note:**

Purchase Cost	\$1,495,000
Add: Disturbance Allowance, Interest Penalties, Potential Business Loss	135,000
Add: Appraisal	5,000
Add: Legal Fees	30,000
Add: Land Transfer Tax	26,375
Add: HST @13%	216,450
Less: HST Rebate	-187,146
<b>Total Purchase Cost</b>	<b>\$1,720,679</b>

**Note 1:** Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



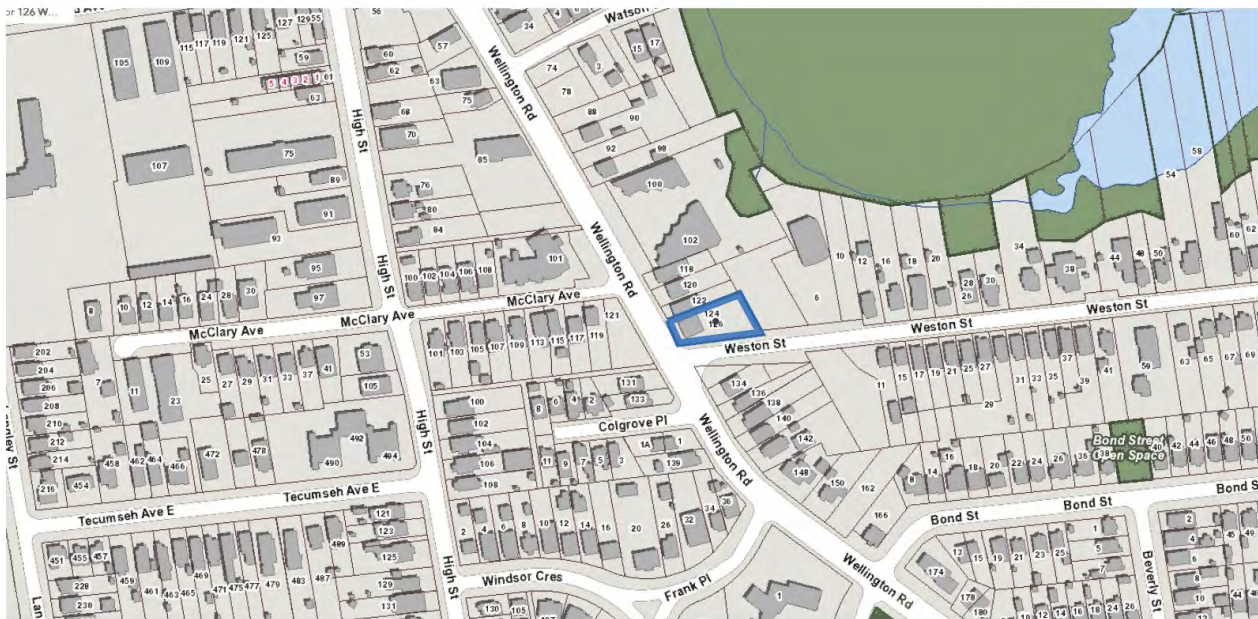
Alan Dunbar

Manager of Financial Planning & Policy

lp

# Appendix B – Location Map

124 -126 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** SJMA ON SITE GROUP INC.

**COMMERCIAL TENANT:** A+LINK ARCHITECTURE INC.

**REAL PROPERTY:**

Address: 124 -128 Wellington Road, London, ON N6C  
4M8

Location: East side of Wellington Road, North of Weston Street

Legal Description: Part of Lot 4, Plan 312 (4<sup>th</sup>),  
City of London, County of Middlesex,  
as in Instrument No. 676511, S/T 676511,  
being all of PIN 08357 0095 (LT), (the "Property")

- 1 **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
- 2 **SALE PRICE:** The purchase price shall be ONE MILLION FOUR HUNDRED AND NINETY-FIVE THOUSAND DOLLARS CDN (\$1,495,000.00) payable as follows:
  - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit, and
  - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
- 3 **ADJUSTMENTS:** Any realty taxes including local improvements rates and unmetered public or private utility charges as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
- 4 **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
- 5 **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 1, 2023**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
- 6 **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **September 8, 2023**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
- 7 **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **September 15, 2023** (Closing Date).
- 8 **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
- 9 **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and the Vendor will not collect HST if the Purchaser provides to the Vendor a

warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the Purchaser shall self-assess and remit when due the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.

10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, if within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act, R.S.O. 1990*.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act, R.S.O. 1990* unless Vendor's spouse has executed the consent provided.
18. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion, (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

- 19. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor with respect to the subject matter hereof. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
- 20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
- 21. **INTERPRETATION:** Any references in this Agreement of Purchase and Sale, and Schedule "A" hereto, to the Vendor shall be deemed to include a+LINK Architecture Inc., and any references to a+LINK Architecture Inc. shall be deemed to include the Vendor.

The Corporation of the City of London hereby accepts the above Agreement of Purchase and Sale and agrees to carry out the same on the terms and conditions herein contained.

IN WITNESS WHEREOF The Corporation of the City of London hereto 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 this \_\_\_\_\_ day of \_\_\_\_\_.


THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
 Josh Morgan, Mayor

\_\_\_\_\_  
 Michael Schultness, City Clerk

I / WE the undersigned Vendor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

SJMA ON SITE GROUP INC.

  
 Eddie J. van der Maarel, President  
 We have authority to bind the corporation.

  
 Stephen J. Mawdsley, Secretary

I / WE the undersigned agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

A+LINK ARCHITECTURE INC.

  
 Stephen J. Mawdsley, President  
 We have authority to bind the corporation.

  
 Eddie J. van der Maarel, Managing Director

VENDOR'S LAWYER: Clark Armstrong, Lemmers LLP, 519-640-6346, Fax: 519-932-3346

PURCHASER'S LAWYER: Sachil Tafavari, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0066



SCHEDULE "A"

1. **LEGAL & RELATED COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary. The Vendor shall provide any reasonable supporting documentation required by the Purchaser in relation to the legal and appraisal costs upon request and prior to payment.
2. **SECTION 30 OF THE EXPROPRIATIONS ACT:** Pursuant to the provisions of Section 30 of the *Expropriations Act*, the Vendor hereby consents to the acquisition of the Property by the Purchaser.

The parties hereby consent to an application by the Vendor or the Purchaser to the Ontario Land Tribunal ("OLT") for the determination by OLT of the compensation which the Vendor would be entitled to by the *Expropriations Act* if the Property were expropriated, including but not limited to compensation payable under section 16 and section 19 of the *Expropriations Act* (Ontario). If no such application has been made to OLT on or before two (2) years following the Closing Date under this Agreement except where a longer period is contemplated by the *Expropriations Act*, e.g. the three-year period under section 19(1) of the said legislation, and subject to a written request by the Vendor to the Purchaser to extend, which request will not be unreasonably withheld, then the Vendor and the Purchaser shall be deemed to have accepted the amount of compensation stated in this Agreement, together with any services and materials to be provided by the Purchaser in this Agreement, as payment in full of any and all compensation due to the Vendor for the lands and all entitlements stated in the *Expropriations Act*.

The date of valuation of this Agreement is the date of its signing by the Vendor.

The above clauses do not limit the Purchaser and the Vendor from obtaining a final settlement of compensation prior to an application by the Vendor or the Purchaser to OLT.

This Agreement, made pursuant to Section 30 of the *Expropriations Act*, does not dispense with the OLT-led mediation protocol. The parties agree not to proceed to arbitration before OLT for the determination of the compensation unless the Purchaser and the Vendor have agreed to dispense with the OLT-led mediation protocol or negotiations before same do not result in a settlement of the compensation.

Notwithstanding the above, the Vendor agrees that payment of the Purchase Price shall constitute full and final compensation for the fair market value of the fee simple interest in the Property. The Vendor represents and warrants that any application made by the Vendor to the OLT for compensation under the *Expropriations Act* as a result of this acquisition shall expressly exclude claims relating to the fair market value of the Property. On or before completion, the Vendor shall provide a release in the City's form releasing any existing or future claims from the Vendor under the *Expropriations Act* relating to the fair market value of the Property.
3. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable as set out in section 20 of the *Expropriations Act*.
4. **SECTION 44 OF THE INCOME TAX ACT:** The Vendor and a+LINK Architecture Inc. are entering into this Agreement given that title to the Property is required for public purposes. The Purchaser acknowledges that absent this Agreement, the Purchaser would have been required to acquire the Property by expropriation in the future.
5. **REPLACEMENT PROPERTY EXPENSES:** The Purchaser agrees to pay the reasonable legal expenditures, general financing and bridge loan borrowing costs, moving expenses, and utility transfer costs incurred by the Vendor and/or by a+LINK Architecture Inc. in acquiring a similar replacement property, provided a claim is made within eighteen (18) months of the date of possession of the replacement property with the necessary supporting documentation and subject to the City's approval of said expenses for reasonableness.
6. **REBATE OF LAND TRANSFER TAX:** The Vendor will be responsible to apply to the Ministry of Revenue for an exemption to the payment of the Land Transfer Tax applicable to the replacement property costs up to but not exceeding the amount of the herein purchased property.
7. **COMMERCIAL LEASE CONDITION:** On or before the Closing Date, the Purchaser and a+LINK Architecture Inc. shall enter into a commercial lease agreement in the Purchaser's form to continue a+LINK's existing use of the Property for nominal rent (plus operating costs as determined by the parties hereto) for a term to expire January 1<sup>st</sup>, 2024.
8. **RESIDENTIAL TENANTS AT 126 WELLINGTON ROAD:** The Vendor represents and warrants that:

- a) the Property is subject to two tenancies with the following tenants (the "Tenants"):
  - Upper North Unit Tenants: Mike VanLeeuwen & Lisa VanLeeuwen
  - Upper South Unit Tenant: Karolina Krzyzanowska
- b) rent currently being charged to the Tenants is legal and all appropriate notices have been given to validate any rent increases affecting the Property;
- c) there are no outstanding applications, objections or investigations pertaining to the aforementioned tenancies and no outstanding orders or directions to roll back or rebate any rental amounts to the Tenants or previous tenants;
- d) there are no outstanding orders or directions regarding any improvements relating to or indicating any deterioration in the standard of maintenance and/or repair with respect to the Property;
- e) the Vendor shall provide the Purchaser (enent) acknowledgement forms completed by the Tenants in the form requested by the Purchaser on or before closing;
- f) the Vendor shall assign the existing lease for the upper south residential tenant to the Purchaser, on or before closing; and
- g) there is no existing written lease agreement for the upper north tenant.

Upon provision of the above and the completion of this transaction, the Purchaser acknowledges any and all obligations from the Vendor and/or from a+LINK Architecture Inc. shall have been conclusively deemed to have been satisfied and discharged in its entirety with respect to the residential tenants.

- 8. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the Property including all dwellings and buildings, on two (2) occasions, prior to the closing of this Agreement.
- 10. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants and obligations in sections 7, 9, 19-21 of the Agreement of Purchase and Sale, and clauses 1-13, inclusive, of this Schedule A shall survive and shall not merge upon the completion of this transaction.
- 11. **RENTAL ITEMS/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any equipment, which shall be paid out prior to closing.
- 12. **INSURANCE:** All buildings on the Property and all other things shall be and remain until the Closing Date at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
- 13. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.

**LICENSE AGREEMENT**

THIS AGREEMENT made this      day of                      2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

(the "*Licensor*")

and

**LONDON HYDRO INC.**

(the "*Licensee*")

WHEREAS:

- A. The Licensor is a municipal corporation and the owner of the lands known municipally as 869 Commissioners Road West, London, Ontario (the "*Lands*"); and
- B. The Licensee is a local distribution company providing energy services within the City of London and is the owner of an existing telecommunications tower and related equipment on the Lands; and
- C. The Licensor and the Licensee have agreed to enter into this license agreement in respect of the construction, maintenance and operation of a new Telecommunications Tower, Equipment Room, Servicing Connections, Transformer, and Back-up Generator on a portion of the Lands;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant**

- (1) The Licensor grants to the Licensee, and the Licensee accepts, a limited, non-exclusive right to use and access those areas of the Lands designated by the Licensor and specifically shown as highlighted in red and labelled as "Location B" on Schedule "A" attached hereto (the "*Site*") for the installation, operation, maintenance and repair, at the Licensee's sole cost and expense, of a 60 metre (200 foot) telecommunications tower, equipment shelter, transformer and back-up generator (the "*Asset*") together with the right to install servicing wires and cables related to the operation of the Asset including across the Lands to connection points as reasonably required (the "*Wiring*") and any microwave dishes, antennas and other telecommunications equipment installed on the Site for the Licensee's sole use (the "*Licensee's Equipment*").
- (2) It is agreed to by both parties that the Asset, Wiring and Licensee's Equipment will be 100% owned by the Licensee but the Licensor shall be permitted to use the Asset in accordance with the terms of this Agreement, including for the installation, operation, maintenance and repair of microwave dishes, antennas and other related equipment for the Licensor's sole use (the "*Licensor's Equipment*").
- (3) The Licensee acknowledges that it has inspected the Site, that the Licensor has made no representations or warranties whatsoever respecting the condition thereof or its suitability for the Licensee's use or otherwise, that the Licensor has no obligation or duty to make any alterations, improvements or repairs whatsoever in and to the Site to make it ready for the Licensee's use and occupancy, and that the Licensee takes and accepts the Site in its present "as is, where is" condition. The Licensee acknowledges and agrees that the Licensor is making no representation or warranty with respect to the present or future condition of the Lands.

**2. Term and Fee**

- (1) The term of this Agreement (the "**Initial Term**") shall be for a period of Thirty-Five (35) years commencing on December 30, 2023 (the "**Commencement Date**") and terminating December 30, 2058 (the "**Expiry Date**"), subject to the renewal option contained in Section 2(4) below.
  - (2) The Licensee shall pay to the Licensor throughout the Term a license fee (the "**Basic Fee**") of Five Dollars (\$5.00) per annum, being a net license fee. Such Basic Fee shall be paid in advance, plus applicable taxes, without any deduction, abatement or set off and without demand on the first day or each anniversary year commencing from the Commencement Date.
  - (3) The Licensor shall pay to the Licensee throughout the Term or extensions provided in the Agreement herein a user fee (the "**User Fee**") of Five Dollars (\$5.00) per annum for the use of the Licensor's Equipment as specified in Section 1 subsection 2 above.
  - (4) In addition to the Basic Fee, the Licensee shall pay at the times and in the manner specified in Section 2(3) of this Agreement, the following:
    - a) The cost of supplying all utilities used or consumed by the Licensee in respect of the Licensee's Equipment and Asset shall be payable by the Licensee directly to the utility suppliers. The Licensee shall install a separate meter, at the Licensor's cost, for hydro used or consumed by the Licensor on the Site; and
    - b) all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the Site or the Licensee's Equipment or Asset, and every tax and license fee in respect of any and every business related to the use or occupancy thereof by the Licensee (the "**Charges**").
  - (5) **Option to Renew:** Provided the Licensee is not in default under this Agreement and the Licensee has provided not more than twelve (12) months and at least six (6) months written notice to the Licensor, then the Licensee shall have the right to renew this Agreement indefinitely for increments of five (5) years each (the "**Renewal Term**") upon the same terms and conditions herein except that the Basic Fee as part of any future Renewal Term shall be determined by the Licensor using a qualified Accredited Appraiser Canadian Institute (ACI) appraiser and using commercially acceptable principles for rental analysis for telecom users and ground lease principles. The valuation date for the appraisal shall be the date notice of renewal is provided by the Licensee for each Renewal Term and any costs of the appraisal will be the responsibility of the Licensor. Except for the first Renewal Term where a new Basic Fee shall be established by the Licensor, the Basic Fee for subsequent periods shall, in no event, be less than the Basic Fee payable during the last twelve (12) month period immediately preceding the commencement of the Renewal Term. Where the parties are unable to agree on the Basic Fee payable during the Renewal Term on or before the date that is sixty (60) days prior to the expiration of the Term the resolution of the issue shall be immediately referred to arbitration in accordance with Section 6 below.
  - (6) **Option Early Termination of License Agreement – End of Licensor's Operational Needs:** During the Initial Term of this agreement, if the Licensor no longer requires the Wiring and Asset for its operational needs to operate the Licensor's Equipment and provided construction of the Asset has been substantially completed, then this agreement may be terminated by the Licensee Licensor upon sixty (60) days' written notice to the Licensee, provided that a new form of agreement is provided by the Licensor to facilitate the continued use by the Licensee (the "**New Form Agreement**"). The New Form Agreement will provide the Licensee similar rights and provisions granted in this agreement herein for the remainder of the initial Term period including the further extension rights as specified in Section 2(4) above. The Basic Fee shall not be payable by the Licensee to the Licensor for the remaining portion of the Initial Term under the New Form of Agreement.
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- (7) **Licensor Option to Purchase –Sale of Licensee:** In the event that the Licensor's beneficial interest in the voting shares of the Licensee becomes less than fifty-one percent (51%) of the total issued voting shares of the Licensee for any reason during the initial Term of the License Agreement, the Licensor shall have first right and option to purchase the Wiring and Asset from the Licensee, free and clear of an encumbrances (the "Option"), by providing the Licensee written notice of exercise within 180 days from the date of transfer of the Licensor's beneficial interest in the shares of the Licensee. The purchase price for the Wiring and Asset will be based on the greater of book value or market value for one hundred percent (100%) of the total Wiring and Asset value as assessed by an independent accredited valuation expert specializing in valuing telecommunication assets chosen jointly by the parties, for the calendar year that the Option is invoked by the Licensor. Upon the purchase price being determined, the parties shall agree to complete the sale of the Asset and Wiring as soon as reasonably practicable and prior to the sale or privatization of the Licensee. In the event the Option herein is exercised by the Licensor, the License Agreement herein shall be terminated upon the transfer of the Wiring and Asset to the Licensor and the Licensee or its assignee shall be granted a new License Agreement by the Licensor on the Licensor's form to facilitate the continued use of the Asset, the terms of which shall include that a new Basic Fee shall be payable to the Licensor under the new agreement for the period between when the transfer of the Wiring and Asset occurs and the expiry date of the Initial Term. In the event the Option is not exercised by the Licensor, the assignee of the Asset shall be required to enter into an assignment and assumption agreement in the Licensor's form assuming the terms and obligations as set in this agreement.
- (8) **Licensor Option to Purchase - Termination of License Agreement at end of Initial Term:** If the Licensee decides not to exercise its Option to Renew as stated in Section 2(5), the Licensor shall have first right to purchase the Wiring and Assets, free and clear of any encumbrances, by providing the Licensee written notice within 180 days from the expiration date of the Term (the "Option Period"). The purchase price for the Wiring and Assets will be based on the book value as per the Ontario Energy Board guidelines and using standard acceptable accounting principles. The transfer of sale shall be completed within 180 days of the Licensee receiving notice by the Licensor of exercising its right within this provision and all of the Licensee's Equipment shall be removed from the Asset on or before the date of transfer. In the event the Licensor does not exercise its right contemplated in this provision, the Licensee shall remove the Asset, Wiring, and all improvements above and below ground (except for the electrical and communication ducts) and the Licensee's equipment within 90 days of the expiry of the Option Period, or where it is not possible, a reasonable period as agreed to by the Licensor and Licensee, at the full cost and responsibility of the Licensee (the "Removal"). Should the Licensor have any Licensor Equipment located on the Asset, the Licensor agrees to remove the equipment within the same 90 day period.
- In the event the Removal is not completed within the specified time period above, all or any part of the Licensee's Equipment, Asset, and Wiring belonging to the Licensee, shall, if the Licensor so elects, be deemed abandoned and become the property of the Licensor without compensation to the Licensee. If the Licensor shall not so elect, the Licensor may remove such Equipment, Asset, and Wiring from the Site and Lands and charge the Licensee for all costs with the Removal. The Licensee shall save the Licensor harmless from all damage caused by such Removal. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof.
- (9) **End of Asset Operational Life:** Should the Site and Asset no longer be operationally required by both parties at any stage of the initial Term or subsequent Renewal Term period or the Asset is deemed to be end of operational life by the Licensee, the Asset, including all improvements above and below ground (except for the electrical and communication ducts), and Wiring shall be decommissioned and removed from the Site. The total decommissioning costs of the Wiring, Licensee's Equipment, and Asset shall be the sole responsibility of the Licensee. The Licensor shall be responsible for the removal and costs of the Licensor's Equipment only. This condition shall survive beyond the length of the agreement herein or other agreement granted thereof. The Licensee agrees to the Removal of the Asset within a reasonable period as agreed to by the Licensor and Licensee.
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3. Terms and Conditions of Use

- (1) The Licensor and Licensee both mutually agree to the hiring of a telecommunications consultant (the "Consultant") to assist in the overall design, procurement, and construction of the Wiring and Asset.

Notwithstanding the above, the Licensee will have direct responsibility and oversight of the overall construction of the Wiring and Asset subject to inputs from the Licensor and further subject to Section 3(2) below. The hiring of the Consultant shall be at the discretion of the Licensee, acting reasonably, in accordance with the Licensee's business and procurement policies. All costs for the Consultant, including any engineering drawings and engineering studies, are the sole responsibility of the Licensee. Such costs are not considered part of the Initial Studies costs detailed in Section 3(5) below.

- (2) The Licensor, at its sole expense, shall install the Licensor's Equipment, Wiring, and Asset. The location, size, compatibility, design, colour, material, type and method of installation of the Wiring, and Asset, and the plans and specifications related thereto, shall be subject to the prior written approval of the Licensor acting reasonably in accordance with typical municipal approvals. All work shall be subject to the reasonable supervision of the Licensor or its agents or contractors, and all access to the Site and the Wiring and Asset shall be during normal business hours only, as established by the Licensor from time to time and shall be subject to the Licensor's reasonable supervision. In no event will the Asset contain a visible design, insignia or other advertising.

All costs associated with the design, procurement, and construction of the Asset (the "Build Costs") shall also be the sole responsibility of the Licensee including but not limited to the infrastructure which shall include electrical service, fibre connections, Back Up Generator, and pad mount transformer. Except for the Licensor's Equipment, the Licensee further agrees that infrastructure will be put in place to allow use with the Licensor for the Licensor's Equipment. Any required landscaping, fencing, and yard construction are included as part of the Build Costs and considered part of the overall Asset. If separate hydro metering is required for the Licensee's Equipment and Licensor's Equipment, then the Licensor agrees to reimburse the Licensee for the installation of the Licensor's separate meter. Electricity billing shall be determined based on consumption used by each party and each party shall be appropriately responsible for those charges. With exception of fibre cabling provided by the Licensee, each party is responsible for their own telco and/or internet use and charges. Any additional utility charges not referenced in this agreement are the responsibility of the Licensee. Any further specifications required by the Licensor for electrical and fibre connection requirements shall be provided to the Licensee during the design stage of the project.

Notwithstanding the above, both parties agree that the Licensee will install the concrete pad and appropriate servicing for the Back Up Generator as part of the overall Asset. The Back Up Generator shall be a standby diesel fuel source type and appropriately designed with the make, model, power, size, functionality, and fuel tank size mutually agreed upon between both parties and shall be installed by the Licensee within twelve (12) months of the Asset being fully operational by the Licensee (the "In Service Date"). Further repairs and replacements of the Back Up Generator and associated equipment are at the sole cost and expense of the Licensee.

- (3) The Licensor will not reimburse the Licensee for the Build Costs or any administration or management costs incurred by the Licensee or additional costs which are specific and exclusive to the use of the Licensee's Equipment.
- (4) **Initial Studies:** Costs for initial studies required as a precondition to construction which include but are not limited to, archaeological, tree inventory study (if required), survey, migratory bird assessment (if required), environmental site assessment (if required), planning applications and fees, and geotechnical (the "Initial Studies") shall be shared equally on a 50/50 basis between both parties. The contribution by the Licensor to the Initial Studies herein is capped at a maximum amount of \$25,000.00 (USD) plus any applicable taxes, with any additional costs to be the sole responsibility of the Licensee. Both parties agree to mutually discuss and resolve any reconciliations to such costs where necessary.

- (5) **Removal of Existing PUC Tower:** Within Six (6) months of the Asset being fully operational by the Licensee, the Licensee shall remove of the existing Public Utilities Commission (PUC) tower, and other improvements at the Licensee's sole cost and responsibility. The exposed part of the footings will be removed and made safe, but the underground part of the footings may be left in place provided the surface is repaired with asphalt or concrete as requested by the Licensor.
- (6) With exception to the Licensor's Equipment, the Site and Asset shall be used by the Licensee for the sole purpose of installation, operation and maintenance of the antenna equipment and connection to the Licensee's network. Each party shall obtain and maintain in good standing at all times the necessary approvals, permits and licenses as are required by Innovation, Science, and Economic Development Canada (the "ISED") (formerly Industry Canada), the Canadian Radio-television and Telecommunication Commission ("**CRTC**") and any other governmental body having jurisdiction. The parties acknowledge that no 3rd party co-locators (example: Bell, Rogers etc.) shall be granted any licence or other right to use the Asset, except as mutually agreed by amendment to this Agreement.
- (7) Notwithstanding any other term of this Agreement, the Licensee agrees not to use or permit the use of the Site for any purpose which is illegal or dangerous or which, in the Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Lands. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCBs) or other environmentally hazardous materials will either be used or stored in or around the Site, and no such materials will be used in any of the Licensee's Equipment or Wiring. A diesel Back-Up Generator is permitted provided spill containment and other environmental controls are implemented, to the satisfaction of the Licensor.
- (8) The Licensee, at its sole cost and expense, agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction. The Licensee also agrees to comply with the by-laws of the Licensor as adopted and amended by the Licensor from time to time, and will cause its agents, employees, invitees and visitors to do so.
- (9) Each party will comply with applicable Federal standards regarding radio equipment (the "**Technical Standards**"). If the Technical Standards require that either party modify, reduce, renovate or otherwise change its equipment or its operation, such party shall make such changes at its sole cost and expense within a reasonable time thereafter, but in any event no later than ninety (90) days unless otherwise agreed to by both parties.
- (10) The Licensee shall install the Licensee's Equipment, Asset, and the Wiring in exact accordance with plans and specifications approved by the Licensor in writing, attached hereto as **Schedule "B"**. The Licensee further agrees that any future enhancements to the tower which are required for the safety and integrity of the Asset, including any structural assessments and inspections, will remain the responsibility and cost of the Licensee. The Licensor agrees to install the Licensor's Equipment as listed in Schedule "B".

Notwithstanding the above, any future enhancements to the tower and Asset which are required due to the installation of subsequent equipment by the Licensor shall be borne by the Licensor and subject to the final review and approval by the Licensee acting reasonably. Both the Licensee and Licensor mutually agree that the Licensee's Equipment and Licensor's Equipment listed in **Schedule "B"** may periodically change from time to time provided Thirty (30) day notice is provided by either party and such changes are mutually agreed upon acting reasonably.

- (11) If, the presence and operation of new or additional equipment installed by either party equipment interferes with the business or operation of the other party's existing equipment or with any signals by any such person (operating within ISED guidelines), then the party with the interfering equipment shall, within five (5) days after receipt of a request from the other party, correct such interference as soon as possible but not more than five (5) days after receiving written notice of such interference. In the event it is not feasible to correct such interference within the five (5) days, the party shall provide periodic updates to the other as to the status of the efforts to correct such interference. If the party is not able to rectify the problem at the original location, but is able to rectify the problem by moving its

equipment to another available location on the telecommunication tower, the party may be required to relocate its equipment at another location on the tower on the same terms and conditions set out in this Section.

- (12) The Licensee agrees to maintain the Site in a clean, attractive condition and in good repair and will not commit or allow any waste to be committed within any portion of the Site. Maintenance in terms of snow removal, landscaping and grass cutting within the fenced boundary of the Site shall be the responsibility and cost of the Licensee. Maintenance of the Lands located outside the Site area will remain the responsibility and cost of the Licensor.
- (13) Each party is responsible for the installation, maintenance, operation, and repair(s) of their own dedicated and exclusive telecom equipment including any license fees through the ISED and/or CRTC. Both parties shall have insurance to cover the respective infrastructure and equipment owned by each party.
- (14) The Licensee agrees that the highest available mounting point(s) of the telecommunication tower within the Asset shall be reserved for the exclusive use of the Licensor's Equipment during the Term and any Renewal Term periods thereof for present and future Licensor needs and requirements.
- (15) The Licensee agrees to provide reasonable security at all times during the Term of this Agreement, which will include perimeter fencing and may include but not be limited, to appropriate locks, anti-climb equipment, cameras, monitoring, and alarm systems to protect the overall safety and integrity of the Licensee's Site, Wiring, and Asset, at the Licensee's cost.

**4. Insurance and Liability**

- (1) Each party shall obtain and maintain insurance policies suitable for a corporation of its size covering the assets located on the premise under the corporate insurance policies of the party owning the assets.
  - (2) Each party shall prepare and maintain an itemized list of assets, and shall clearly label the assets, that are located on the premise for the purposes of ownership, maintenance, and insurance coverage. Estimated replacement value at the effective date of this Agreement is:
    - i. Hydro assets is (\$1,000,000)
    - ii. City assets is (\$1,000,000)
  - (3) Each party hereby further agrees to obtain and maintain at its own expense:
    - 1. general liability insurance and property damage insurance, including personal liability, contractual liability and owners' and contractors' protective insurance in a limit not less than \$10,000,000.00, and
    - 2. errors and omissions liability insurance in an amount not less than \$5,000,000.00.
  - (4) The Licensor reserves the right to request such higher limits of insurance or other types of policies appropriate to this agreement as the Licensor may reasonably require from time to time.
  - (5) Each party shall indemnify, defend and hold harmless the other from and against any and all third-party claims, demands, lawsuits, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, related to or arising out of the exercise of any rights conferred under this Agreement.
  - (6) Each party agrees to promptly notify the other of any such third-party claims, and to reasonably cooperate with the defense and settlement of any such claim.
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- (7) The Licensee releases, and shall indemnify and save harmless the Licensor and its their respective servants, agents, officers, employees and others for whom they are in law responsible, from and against all actions, suits, claims, damages, expenses, costs and liabilities arising out of or as a result of:
- a) any damage to or destruction or loss of the Licensee's Equipment, Asset, and Wiring or other property of the Licensee or others installed or kept by the Licensee at or relating to the Site; or
  - b) any sickness, disease, injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation, loss of business income or profits), sustained by the Licensee or any customers of the Licensee, or any of their respective servants, agents, officers, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Equipment or Wiring or any tenant or occupant of space including the general public using the Lands except to the extent contributed to or caused by the act, omission or negligence of the Licensor, their respective servants, agents, officers, employees, for whom they are in law responsible.
- (8) Without limitation, the Licensor shall not be liable for any damage or inconvenience which may arise through:
- a) the leasing, licensing, or other permitted use by a third party of any other part of the Lands; or
  - b) any repair or alteration of any part of the Lands, or the construction of improvements by the Licensor, occupants or other licensees on the Lands

**5. Restrictions on Assignment**

- (1) The Licensee shall not assign any rights under this Agreement in whole or in part, or enter into any sublicense or otherwise permit any other party to occupy the Site or Asset or any part thereof except with the prior written consent of the Licensor, which consent may be unreasonably or arbitrarily withheld, provided that if the Licensor grants its consent, such sublicensee shall enter into an agreement with the Licensor assuming all of the obligations of the Licensee herein.
- (2) Subject to the foregoing, this Agreement shall enure to the benefit of and be binding on the parties and their legal representatives, heirs, executors, administrators, successors and permitted assigns, as the case may be.
- (3) Notwithstanding any assignment by the Licensee permitted herein, the Licensee shall not be released from performing any of the terms of this Agreement.

**6. Dispute Resolution**

Any dispute or controversy arising under or in connection with this Agreement shall be settled by arbitration upon the demand of either party under the following terms:

- (1) The hearing shall be conducted by a single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration;
- (2) The seat of the arbitration shall be in London, Ontario and the arbitration shall be governed by the laws of the Province of Ontario, in accordance with the *Arbitration Act, 1991, S.O. 1991, c. 17*, as amended and the terms of this Agreement;
- (3) The award and determination of the arbitrator(s) or any two of the three arbitrators shall be final and binding upon the parties and their respective heirs, executors, administrators, and assigns from which there shall be no right of appeal; and
- (4) The parties will each be responsible for their own arbitration costs.
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**7. Notices**

- (1) Any notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:
  - a) If to the Licensee:

c/o London Hydro  
Attn: Vice President – Operations & Planning  
111 Horton Street  
London ON N6A 4H6  
Tel: 519-661-5503  
Fax: 519-661-5838  
Email: [vanderbj@londonhydro.com](mailto:vanderbj@londonhydro.com)
  - b) If to the Licensor:

The Corporation of the City of London  
Attn: Realty Services  
300 Dufferin Avenue  
P.O. Box 5035  
London, Ontario  
N6A 4L9  
General Phone Number: 519-661-5442  
Fax: 519-661-5087  
Email: [realtyservices@london.ca](mailto:realtyservices@london.ca)
- (2) Either party may change its address or particulars for the purposes of the receipt of any notices in connection with this Agreement by giving notice in the same manner as provided in this Section 8.

**8. Miscellaneous**

- (1) Unless the context otherwise requires: words importing the singular in number only shall include the plural and *vice versa*; words importing the use of gender shall include the masculine, feminine and neuter genders; and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
  - (2) In the event of a default by the Licensee by failing to perform a term or condition under this Agreement, in addition to any other rights or remedies, the Licensor shall be entitled, at its option, to terminate this Agreement if such default has not been cured within thirty (30) days after notice in writing of such default.
  - (3) This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.
  - (4) No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.
  - (5) Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused by, or materially contributed to, force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the
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**Appendix A Cont'd**

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performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of god, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be force majeure.

- (6) Time, in all respects, shall remain of the essence provided that the time for the doing or completing of any matter referred to herein may be extended or abridged by an agreement, in writing, executed by both of the parties or their respective solicitors, who are hereby expressly appointed for that purpose. The section headings in this Agreement have been inserted for convenience of reference only and shall not be referred to in the interpretation of this Agreement nor the Lease. This Agreement shall be interpreted according to and governed by the laws having jurisdiction in the Province of Ontario.
- (7) This License Agreement shall remain conditional upon (A) the Licensee obtaining final approval of the planning application and all necessary approvals on or before December 15, 2023 from Innovation, Science and Economic Development Canada (ISED) required to permit construction of the Asset and (B) on the parties agreeing on the design and engineering specifications of the Asset and Wiring by that date and (C) Obtaining final approval on the cost of the project by the Licensee's Chief Operating Officer (CEO) by that date (the "Final Conditions"). Provided either condition above is not satisfied within the time prescribed, either party may thereafter provide the other notice of termination in writing and this Agreement shall come to an end and be considered void with no further obligations owing to either party.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**Appendix A Cont'd**

IN WITNESS WHEREOF the parties have executed this Agreement.

**LICENSOR:**

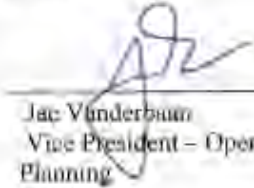
**THE CORPORATION OF THE CITY OF LONDON**

Per: \_\_\_\_\_  
Name: Josh Morgan  
Title: Mayor

Per: \_\_\_\_\_  
Name: Michael Schultness  
Title: City Clerk

**LICENSEE:**

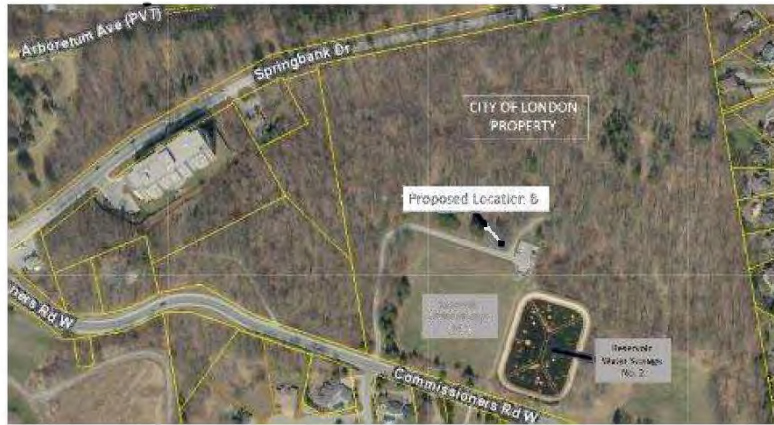
**LONDON HYDRO**

Per:  \_\_\_\_\_  
Name: Jac Vunderbaur  
Title: Vice President – Operations & Planning

I Have Authority to bind the Corporation

SCHEDULE "A"

LOCATION MAP OF LICENSER'S ASSET AND ACCESS



Approximate Location of Asset Shown as Location B



Approximate Location Shown as Location B

**SCHEDULE "B"**  
**PLANS & SPECIFICATIONS**

**Project Specifications**

<b>Tower Specifications</b>		<b>Shelter Specification</b>	
Height	200 ft (60m)	Size	TBD
Type	Self-supporting, lattice, three legged	Type	Engineered prefabrication, steel
Foundation	One foundation per leg	Service	Single Phase 240/120V, 200A
Colour	Grey	Colour	White or grey
Coaxial Raceway	Waveguide or similar	Emergency Power	Diesel generator
Lighting	As required by NAV Canada and Transport Canada	Compound Security	Chain link fence with barbed wire, alarm and surveillance

**Licensee's Equipment Antenna Specifications**

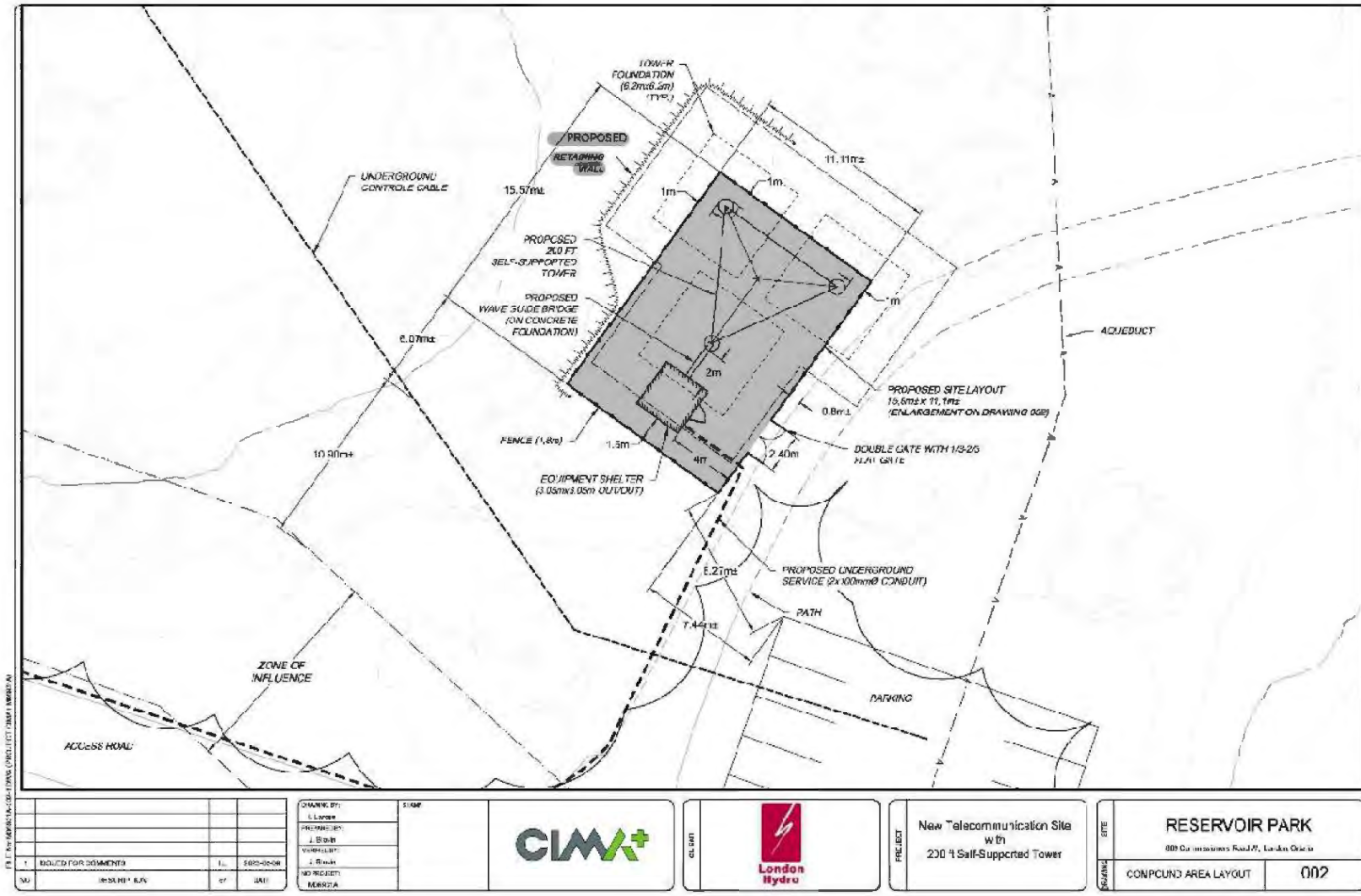
<b>Attachment</b>	<b>Type</b>	<b>Elevation (M)</b>	<b>Transmission Line</b>	<b>AZ</b>	<b>Position</b>
1	Sinclair SD314/214D-SF2P2SNM(D00B)	38.1	Helix AVA5-50 7/8"	Omni	
2	Wavelink PRO890-12 or Sinclair SY415-SFXSNM(ABK)	27.43	Helix AVA5-50 7/8"	62.25	
3	SEL 235-0234	TBD	Helix AVA5-50 7/8"	Omni	

**Note: Design subject to final engineering review.**

# Appendix A Cont'd

## Licensors' Equipment Antenna Specifications

Attachment	Type	Description	Quantity	Elevation (M)	Transmission Line	AZ	Position
1 SC46A-HF1LDF		Transmit Antennas	2	60	LCFS114 or Similar	Omni	
2 SC46A-HF1LDF		Receive Antenna	1	60	Jumper	Omni	
3 Comilit CP00732		Tower Mounted Amplifier	1	60	LCF112 or Similar	N/A	
4 CommScope VHLF2-23-DET/D (RPE 7205D)		Microwave Dish	1	30	Avail Jumper (Cable Cf 269.43		
5 CommScope VHLF3-15-DET/A (RPE 7150A)		Microwave Dish	1	30	Avail Jumper (Cable Cf 122.66		



NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR DOCUMENTS	11/08/2008	J. Smith	J. Smith
2	REVISED FOR SUBMITTAL	07/09/2008	J. Smith	J. Smith

DRAWN BY:	J. Lopez
PROJECT NO.:	080-0008
DATE:	07/09/2008
SCALE:	AS SHOWN
PROJECT:	NEW TELECOMMUNICATIONS SITE
CLIENT:	RESERVOIR PARK



PROJECT: New Telecommunication Site with 200 ft Self-Supported Tower

SITE: RESERVOIR PARK	
800 Commissioners Road W, London, Ontario	
SCALE: CONPCUND AREA LAYOUT	NO: 002

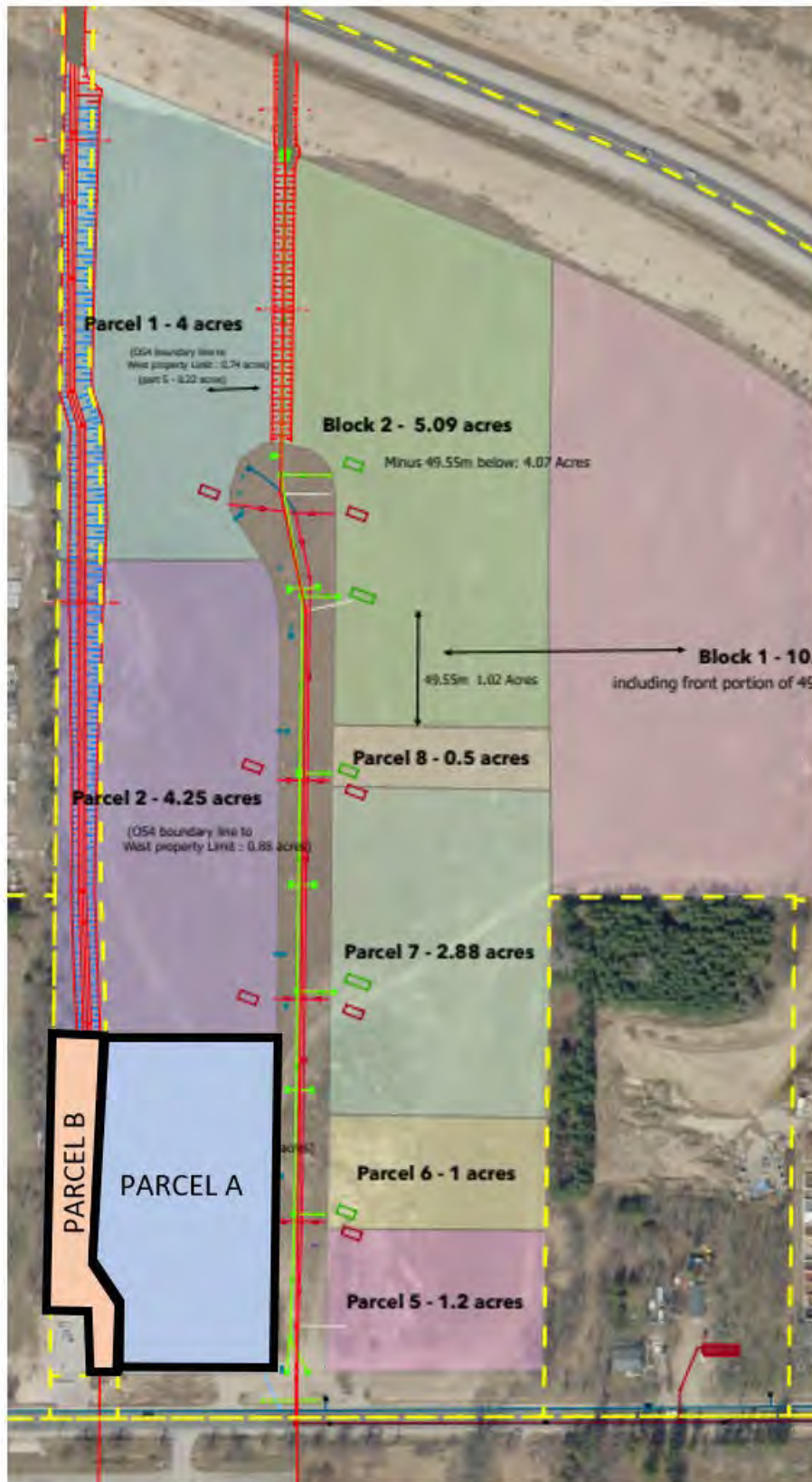




**Appendix A – Location Map and Aerial of The Property**

**Huron Industrial Park C1 Lands Location Map**

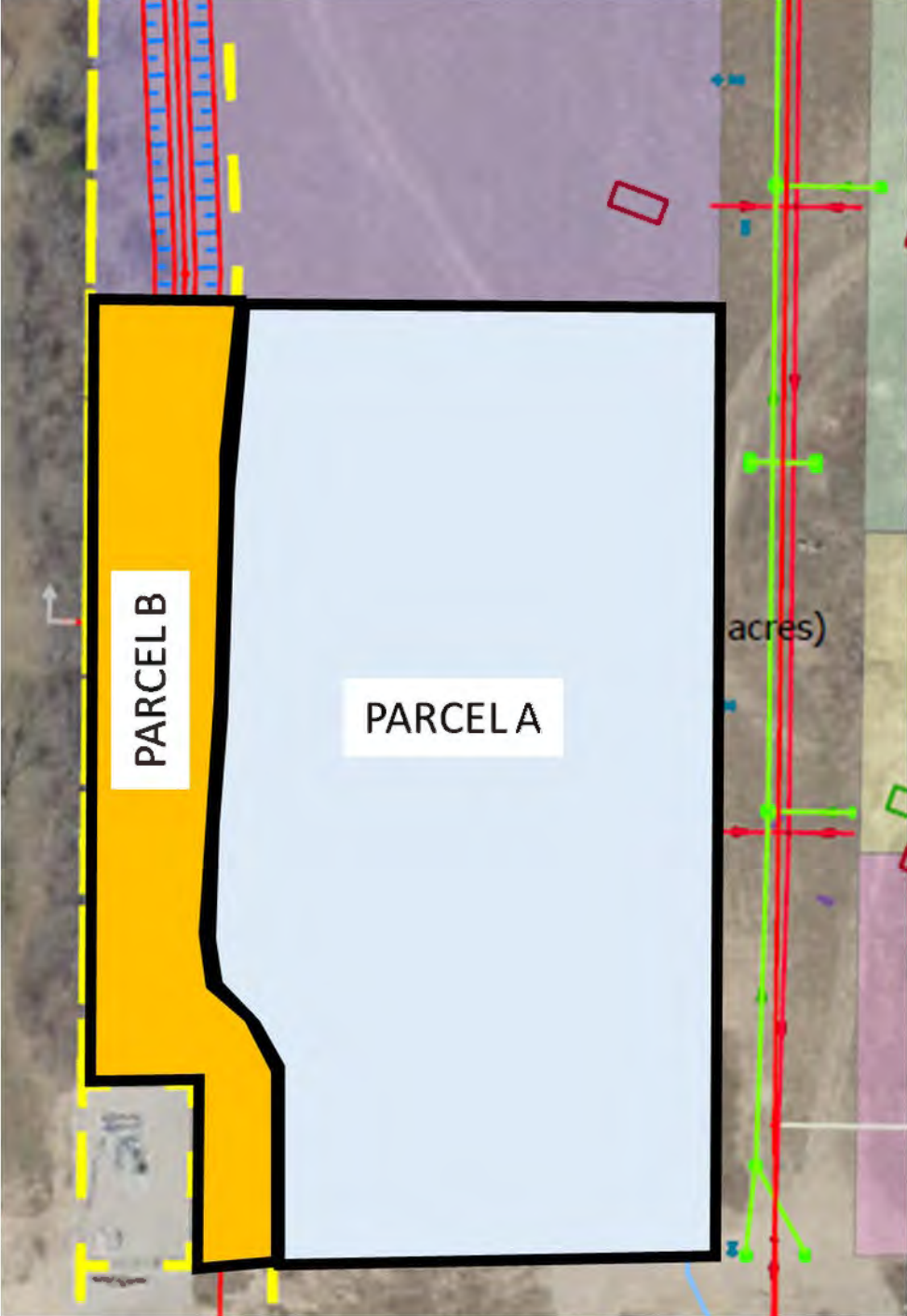
The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

**Appendix A – Location Map and Aerial of The Property**

The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### **RAVEN WINDOWS INC.**

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **3 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3.; London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and further labelled as Parcel A and Parcel B attached hereto as Schedule "C" to this Agreement, for the price of approximately:

**Four Hundred and Nineteen Thousand Four Hundred Dollars (\$419,400.00)**

of lawful money of Canada calculated at the rate of contained within Schedule "D" of this Agreement, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

**Forty One Thousand Nine Hundred and Forty Dollars (\$41,940.00)**

cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option agreement in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, & D attached hereto form part of this Agreement.

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

  
\_\_\_\_\_

Witness:

CLAUDIA Bud  
VICE PRESIDENT of RAVEN WINDOWS INC

) **RAVEN WINDOWS INC.**

) Purchaser

)

)

)

)

)

) **Signature of Signing Officer**

) Augustin Bud, Sole owner

) I have authority to bind the Corporation

  
\_\_\_\_\_

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Black" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"


**Appendix B – Agreement of Purchase and Sale Cont'd**

**SCHEDULE "A"**

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel A and Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Raven Windows Inc. 1116 Dearness Dr., Unit 21, London, ON, N6E 1N9
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Design and manufacturing of Custom Doors and Windows
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Custom Doors and Windows.
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	25,000 sq. ft.
Number of Square Feet in Property Purchase:	130,680 sq. ft. (3 acres)
Proposed Building Coverage as % of Lot Area For Light Industrial Lands Only:	Twenty Four Percent (24%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Adnan D Chahbar, Partner, Siskinds LLP 275 Dundas St. Unit 1, London, ON N6B 3L1
Telephone:	519-672-2121
Email:	adnan.chahbar@siskinds.com
Purchaser's Executive Completing this Form: Augustin Bud, Sole owner Sole Owner, Raven Windows Inc.	 _____ (signature) I have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

## SCHEDULE "B"

### Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

#### 4.10 Attachment "A"

##### Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

##### Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

##### Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.



## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 6

4.10.8 A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

### Class 3 Sale

4.10.9 A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10 A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

### General

4.10.11 At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12 Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13 A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14 The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15 The transaction shall be completed within 90 days of the passing of the by law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16 Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

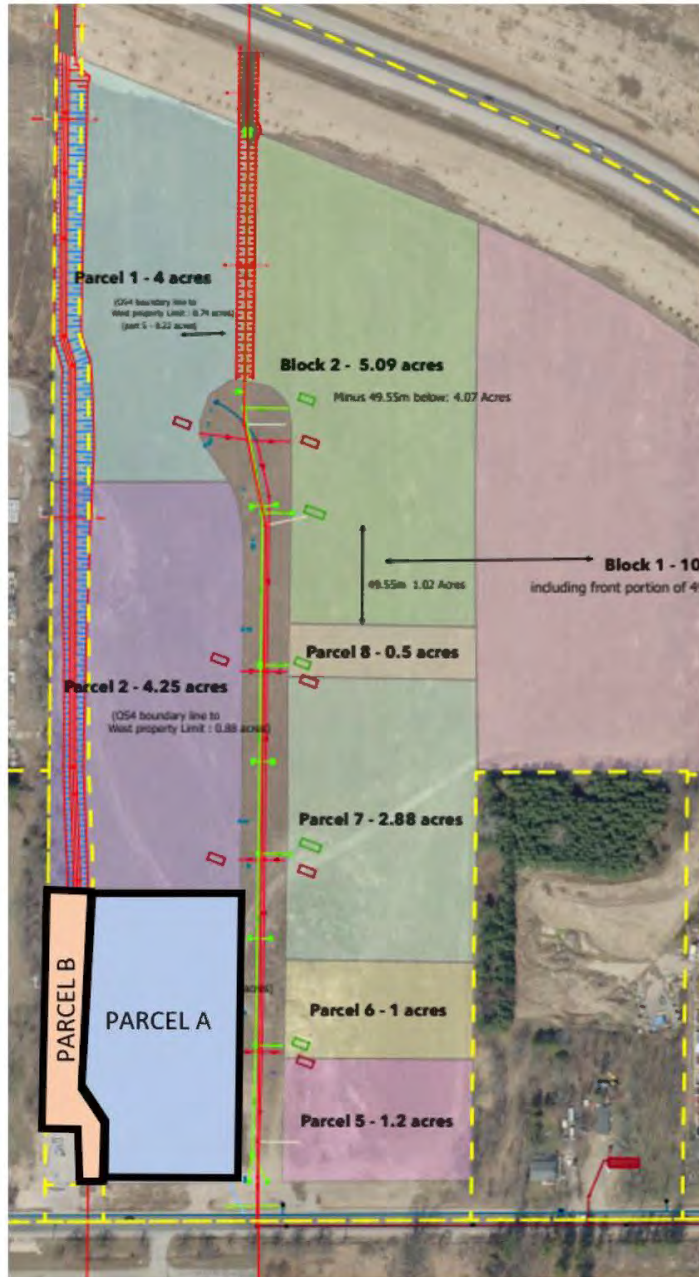
4.10.17 Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18 The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19 The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20 The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

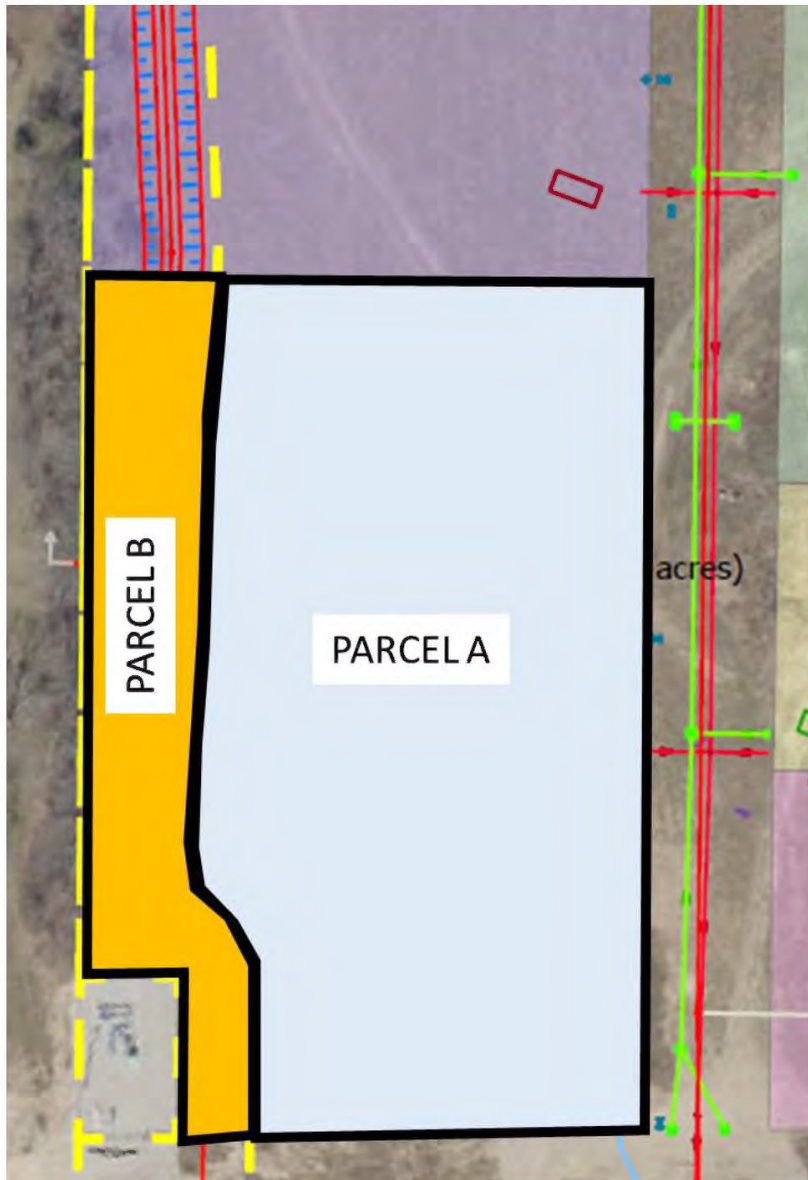
**SCHEDULE "C"**  
**The Property Shown as Parcel A and Parcel B**



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "C" Cont'd

The Property Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

### SCHEDULE "D"

#### ADDITIONAL TERMS AND CONDITIONS

##### Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

##### Paramourncy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

##### Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

##### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

##### Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

##### Open Space Lands (Parcel B)

The Purchaser acknowledges and agrees that development within the Open Space 4 (OS4) lands shown as Parcel B in Schedule C is not permitted. The Purchaser further acknowledges and agrees that the Parcel B lands remain subject to regulation by the Upper Thames River Conservation Authority (UTRCA) and that all future drainage flows, maintenance, and potential removal of invasive species such as phragmites within the property, are the sole cost and responsibility of the Purchaser. This condition shall survive and not merge on the completion of this transaction.

##### Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so

made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time-period stated herein.

### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

### Vendor Condition – Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which

any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

#### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

#### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

#### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

#### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

Parcel A - (Zoned Light Industrial 2): 2.36 acres multiplied by a land rate of \$175,000 per acre

Plus:

Parcel B - (Zoned Open Space 4): 0.64 acres multiplied by a land rate of \$10,000 per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre for Parcel A and \$10,000 per acre for Parcel B.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Survival of Conditions

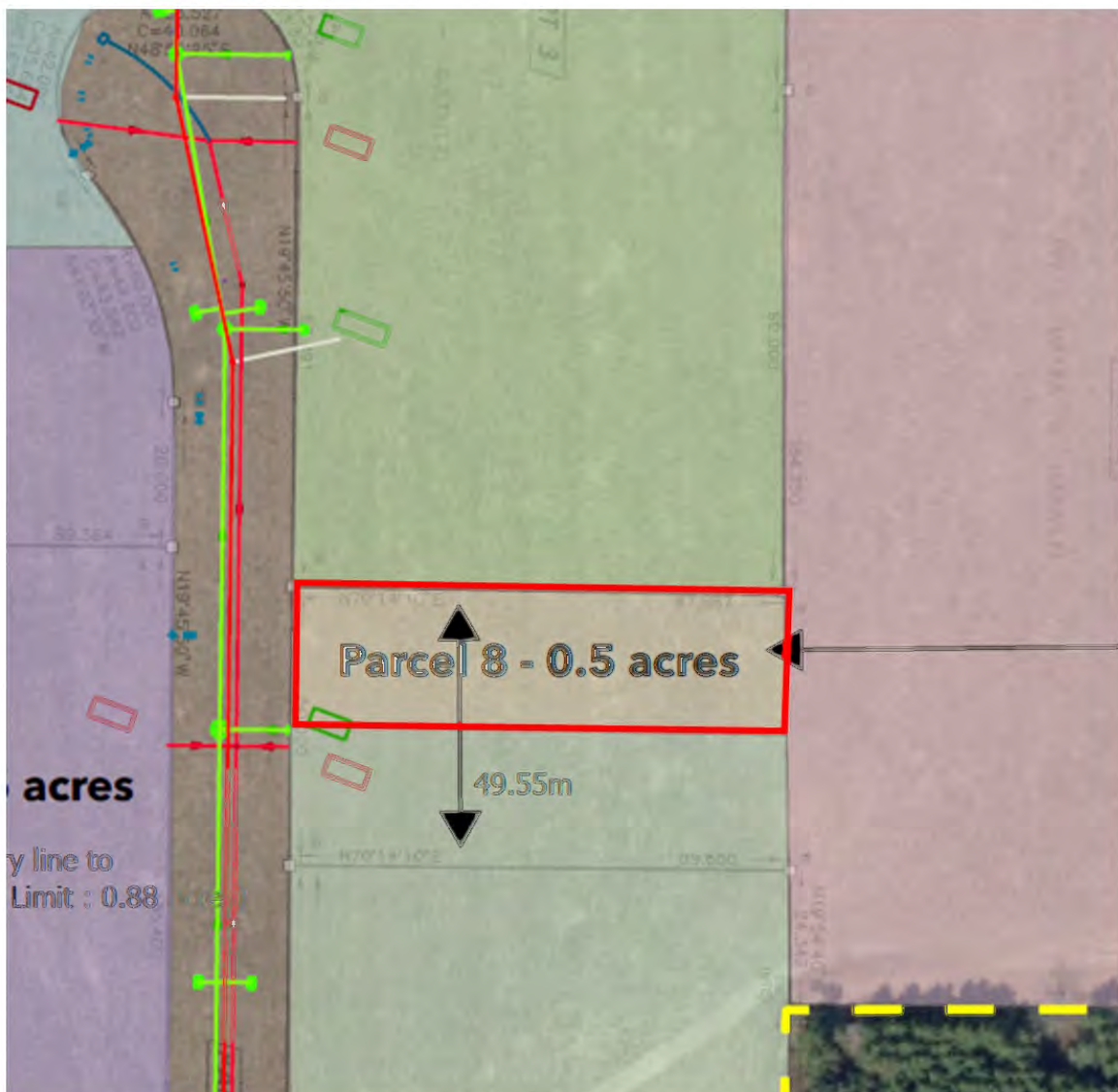
The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

**Appendix A – Location Map and Aerial**

**Parcel 8 Shown in the Huron Industrial Park (C1) Industrial Subdivision**



**The Property "Parcel 8"**





## Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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### CLASS 1 SALE

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**DHANDABANI RAMAKRISHNAN,**  
**In Trust for a Corporation to be Incorporated**

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **0.90 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Commission 3, London's Union Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as "Formal B" in sketch attached hereto as Schedule "C" in the Agreement, for the price of approximately:

**Eighty Seven Thousand and Five Hundred Dollars** (\$87,500.00)  
of lawful money of Canada calculated at the rate of:

**One Hundred and Seventy Five Thousand Dollars** (\$175,000)  
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

**Eight Thousand Seven Hundred and Fifty Dollars** (\$8,750.00)  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any such objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all moneys theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

*DHANDABANI RAMAKRISHNAN*

6. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, agreed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registrable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his (own) documents.

9. **Planning Act.** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. **Time Limits.** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

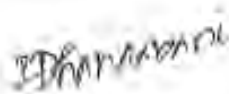
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City in the City's form, granting an option to repurchase the Property in accordance with the said Policy, and hereby consent to the City's registration of a notice of the option in accordance with the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D attached hereto form part of this Agreement



**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 3

18 This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the money shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and signature, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officer, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

RIVERSIDE BURGEON INC.  
(To be incorporated)  
Purchaser  
  
Signature of Signing Officer  
Chandrabani Ramakrishna  
In Trust for a Corporation To be Incorporated

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

John Morgan, Mayor

Michael Schuilthers, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Services Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Duffrey Property to Sell" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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SCHEDULE "A"

PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes, and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Cont./Part No./Block, etc., Acres:	Huron Industrial Park Part of South 21 Lot 4, Concession 3 Shown as Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Riverside Burgeon Inc 30 Duncan Crescent, London, On N6V 1E6
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Food Processing, Packaging and Supply Indian Spices and Food Products
Major Industrial Classification of User:	Food Processing and Packaging and Supply Company
List of Products Manufactured/Handled:	Variety of Indian Spices and Food Products
Number of Employees Anticipated:	2-5 (Full Time)
Number of Square Feet of Building Proposed:	6,000 sq. ft.
Number of Square Feet in Property Purchase:	21,780 sq. ft. (0.05 acres)
Proposed Building Coverage as % of Lot Area:	Twenty Eight Percent (28%)
Mandatory Building Coverage Starting 1st Year:	Twenty Percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address: Email: Telephone:	Peter J. Gulgley, Barrister & Solicitor 824 Oylora St. E., London, On N6Y 3J8 petergulgley@london.lawyer.ca 619453-3393
Purchaser's Executive Completing this Form: Official Name (Name of the Corporation to be incorporated):	 _____ (signature)

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Scullhess, City Clerk

SCHEDULE "B"

Except from By-law No. A - 8751-2014-8 Schedule A Attachment A entitled "Disposal of Industrial Land Procedures"

4.10 Attachment "A"

Disposal of Industrial Land Procedures

4.10.1 The purpose of this policy is to establish the terms upon which City-owned (or) owned industrial land is to be sold and transferred.

4.10.2 This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3 In this policy,

a) Commencement of construction means the date upon which a building permit is issued by the City;

b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;

c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4 A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5 A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall, in the sole discretion of the City, reconvey the land to the City in accordance with Section 4.10.18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days' notice of the City's intention to exercise its option to repurchase under Section 4.10.18, and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P. 13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6 The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has first written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7 A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure existing or to be erected upon land of the purchaser-suiting the land.

*Handwritten signature*

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 (days after notification) within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

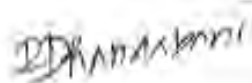
4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 80 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

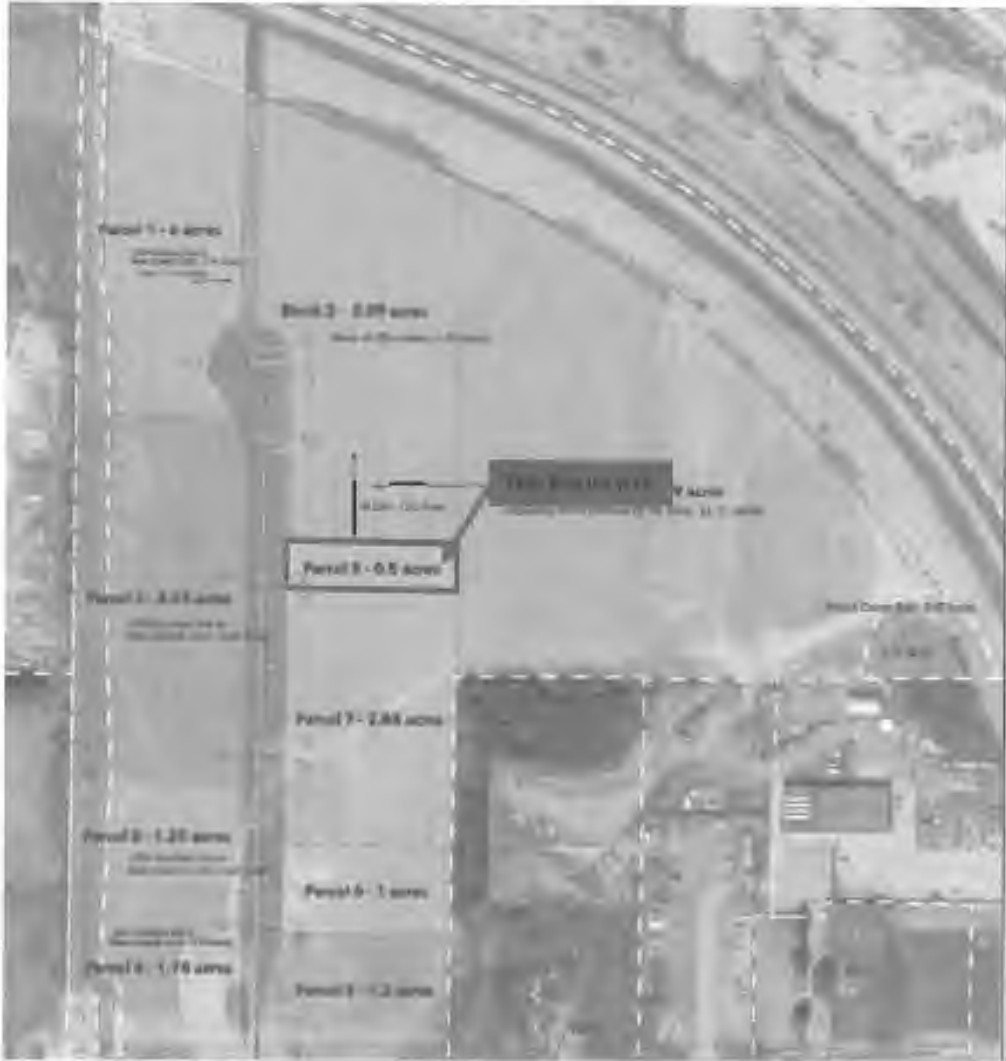
4.10.19. The cost of service connections from (to) (and/or) the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.



SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 8



SUBJECT TO FINAL REFERENCE PLAN

*EDP Handa Bani*

**SCHEDULE "D"**

**ADDITIONAL TERMS AND CONDITIONS**

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Preambule of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" therein, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of the Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed in such storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to the plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority (UTCA), Ministry of Environment and Climate Change (MOEC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself as to its site risk and cost as to the total developable area available on the property.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be of no effect and all monies heretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental concerns is made in writing to the Vendor, where the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any

*[Handwritten signature]*



## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys on, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

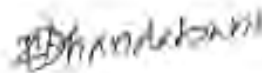
Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to the zoning or building bylaw, compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

### Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario's *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, cause in action, suit, proceeding or complaint.



## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies and departments having jurisdiction to release, in the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soil investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soil testing for its proposed development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

### Reference Plan

The Vendor agrees to prepare and deposit on file, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

0.59 acre multiplied by One Hundred and Seventy-Five Thousand per acre (\$175,000).

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months without condition, to facilitate the deposit of the reference plan prior to closing.

*[Handwritten Signature]*

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs (including disbursements and applicable taxes, as required) to complete the transaction.

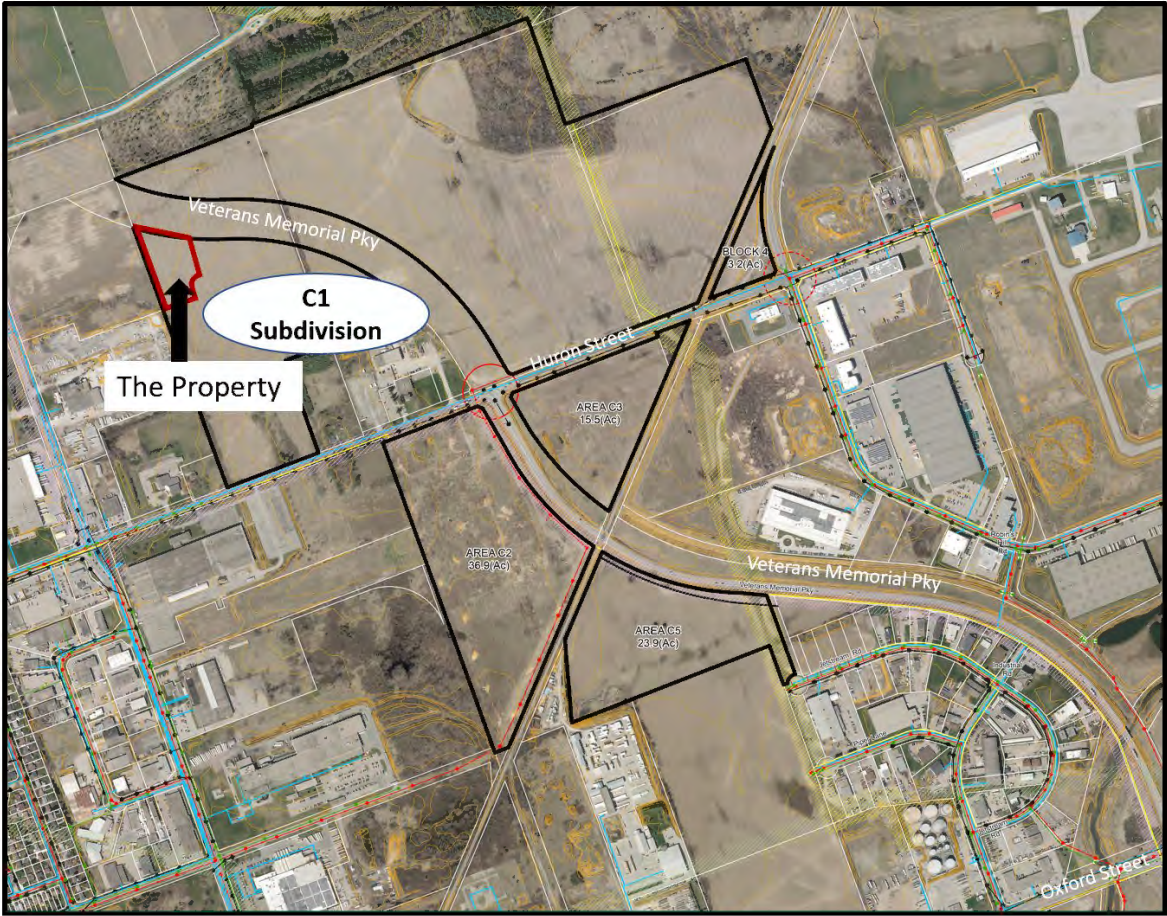
Survival of Conditions:

The obligations of the Parties contained in this Schedule B shall survive and not terminate or be completely or partially extinguished.

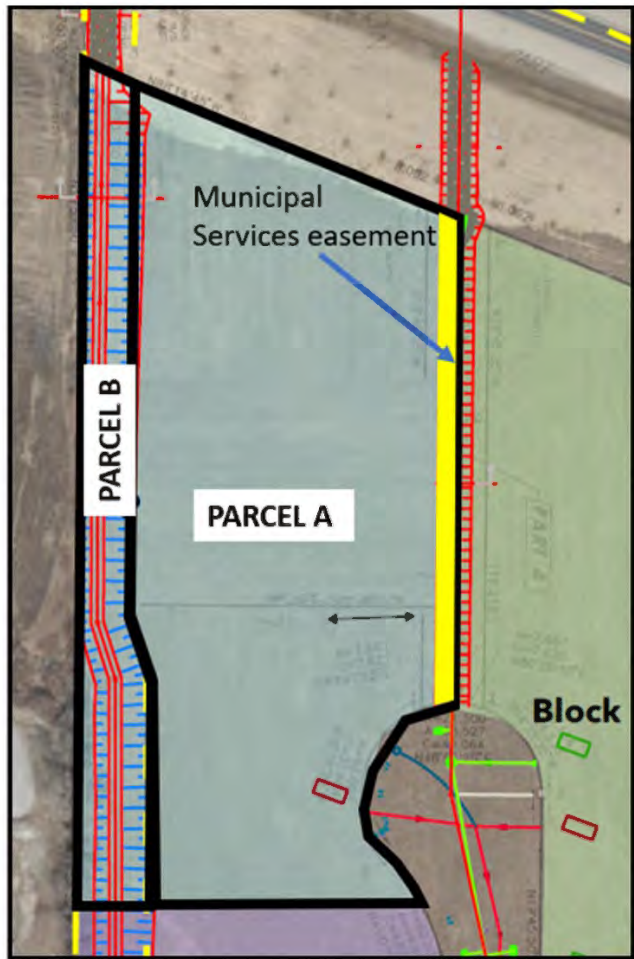


**Appendix A – Location Map and Aerial**

**Huron Industrial Park C1 Lands**



**The Property**  
Shown as Parcel A and Parcel B



SUBJECT TO FINAL REFERENCE PLAN

## Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

### CLASS 1 SALE

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**HURON INDUSTRIAL INC.**

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **4 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in black and further labelled as Parcel A and Parcel B attached hereto as Schedule "C" to this Agreement, for the price of approximately:

**Six Hundred and Six Thousand Four Hundred and Twenty Five Dollars (\$606,425.00)**  
of lawful money of Canada calculated at the rate of contained within Schedule "D" of this Agreement, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

**Sixty Thousand Six Hundred and Forty Two Dollars (\$60,642.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, D, & E attached hereto form part of this Agreement.

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 24<sup>th</sup> day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

  
Witness:

) HURON INDUSTRIAL INC.

) Purchaser

)

)

)

)

)



) Signature of Signing Officer

) Ray Givens, P. Eng., President

) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining The Property in Black" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"  
Schedule "E" attached - "Municipal Services Easement"

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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SCHEDULE "A"


PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel A and Parcel B (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Huron Industrial Inc. 327 Sovereign Rd., London, On, N6M 1A6
Local Company:	<u>Yes</u> No
Intended Use of Building - (Describe):	Design and manufacturing of Manipulators, Light Cranes and Custom Machinery
Major Industrial Classification of User:	Advanced Manufacturing
List of Products Manufactured/Handled:	Robotic Arms and Material handling devices.
Number of Employees Anticipated:	30 (Full Time)
Number of Square Feet of Building Proposed:	29,000 sq. ft.
Number of Square Feet in Property Purchase:	174,240 sq. ft. (4 acres)
Proposed Building Coverage as % of Lot Area For Light Industrial Lands Only:	Twenty Percent (20%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Laird French, Carlyle Peterson Lawyers LLP 7-717 Richmond St., London, ON, N6A 1S2 519-432-0632 lfrench@cplaw.com
Telephone:	
Email:	

Purchaser's Executive Completing this Form:  
Ray Givens, P. Eng.  
President, Huron Industrial Inc.

  
\_\_\_\_\_  
(signature)  
I have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk



**SCHEDULE "B"**

**Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

**4.10 Attachment "A"**

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

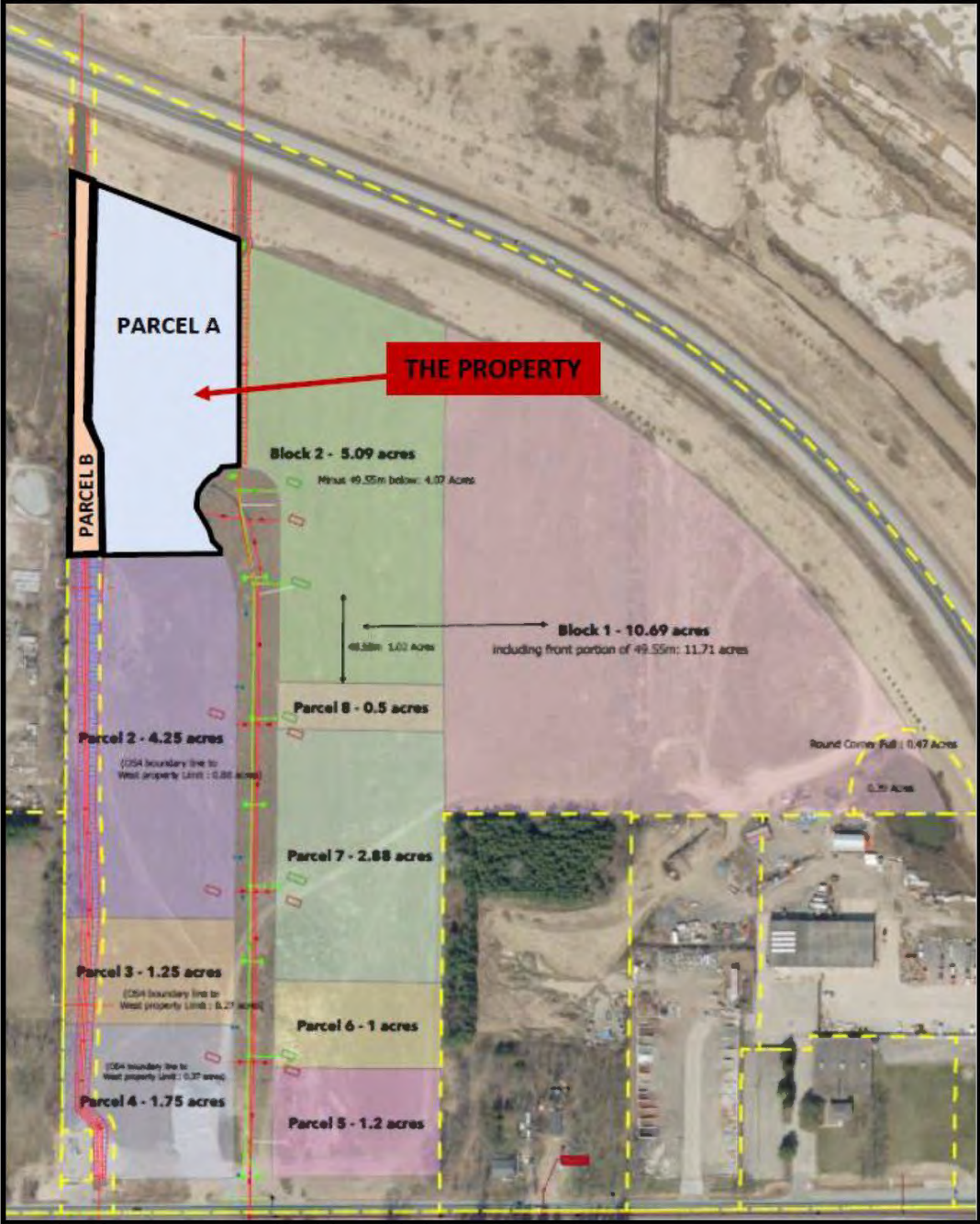
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

**Appendix B – Agreement of Purchase and Sale Cont'd**

**SCHEDULE "C"  
The Property**

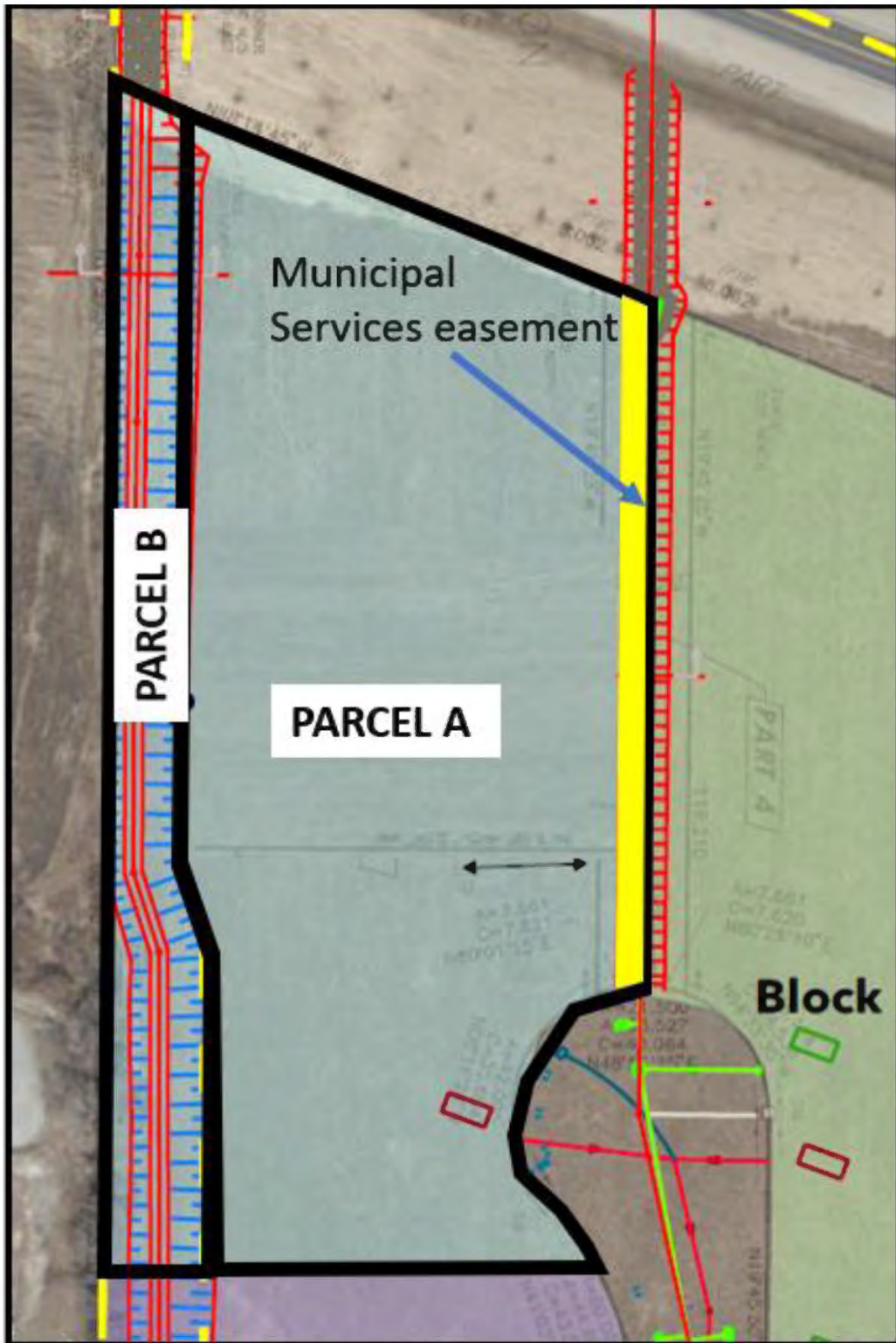
**PROPERTY SHOWN AS PARCEL A & PARCEL B**



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "C" Cont'd  
The Property

PROPERTY SHOWN AS PARCEL A & PARCEL B



SUBJECT TO FINAL REFERENCE PLAN

### SCHEDULE "D"

#### ADDITIONAL TERMS AND CONDITIONS

##### Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

##### Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

##### Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

##### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

##### Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

##### Open Space Lands (Parcel B)

The Purchaser acknowledges and agrees that development within the Open Space 4 (OS4) lands shown as Parcel B in Schedule C is not permitted. The Purchaser further acknowledges and agrees that the Parcel B lands remain subject to regulation by the Upper Thames River Conservation Authority (UTRCA) and that all future drainage flows, maintenance, and potential removal of invasive species such as phragmites within the property, are the sole cost and responsibility of the Purchaser. This condition shall survive and not merge on the completion of this transaction.

##### Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this

condition. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

### Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or

any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

Parcel A - (Zoned Light Industrial 2): 3.26 acres multiplied by a land rate of \$183,750 per acre (includes the 5% VMP surcharge)

Plus:

Parcel B - (Zoned Open Space 4): 0.74 acres multiplied by a land rate of \$10,000 per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$183,750 per acre for Parcel A and \$10,000 per acre for Parcel B.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

Municipal Services and Roadway Easements

The Purchaser agrees to transfer to the Vendor a municipal services easement as shown in Schedule "E", for nominal consideration over the portion of lands described as Part 5 in Plan 33R-21486 which is part of Parcel A and shown highlighted in yellow on the plan attached hereto as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.



**Schedule "E"**

**MUNICIPAL SERVICES EASEMENT**

THIS EASEMENT made this \_\_\_ day of \_\_\_\_\_, 2006.

BETWEEN:

**[ TRANSFEROR ]**

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O., 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as [ DESCRIPTION ] (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEEEE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development

Schedule "E" Cont'd

approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

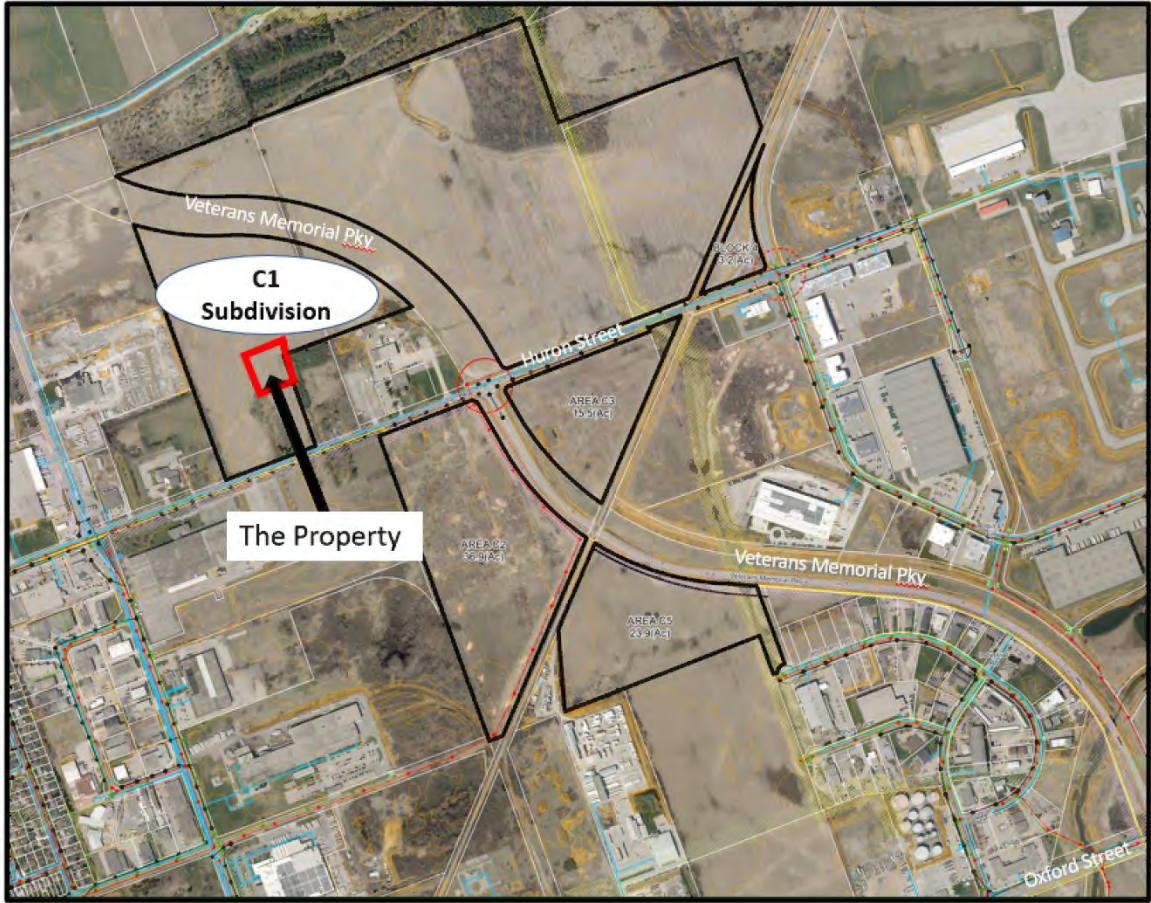
THE TRANSFEROR FURTHER COVENANTS that it has the right to convey the rights, liberties, privileges and easements hereby granted and will execute such further assurances as may be requisite to give full effect to this indenture.

IT IS HEREBY AGREED that the covenants and agreements on the part of the Transferor shall run with the Lands of the Transferor, and these shall enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties hereto.

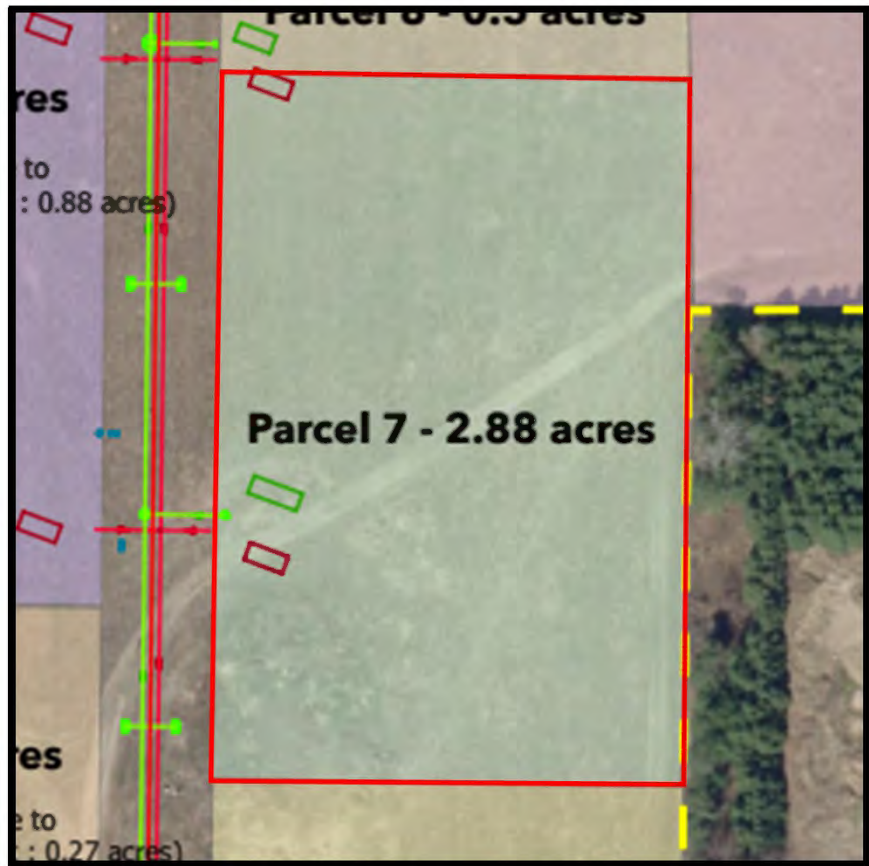
WHERE THE context requires, the masculine shall be construed as feminine or neuter and the singular shall be construed as plural.

**Appendix A – Location Map and Aerial**

**Huron Industrial Park (C1) Industrial Subdivision**



**The Property shown as Parcel 7 Being Sold to the Purchaser**



# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the 4<sup>th</sup> day of July, 2023.

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### **WYEDEL POWER INC.**

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **2.88 acres**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 7 in the sketch attached hereto as Schedule "C" to this Agreement, for the price of approximately:

**Five Hundred and Four Thousand Dollars** **(\$504,000.00)**  
of lawful money of Canada calculated at the rate of

**One Hundred and Seventy Five Thousand Dollars** **(\$175,000)**  
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits  
**Fifty Thousand and Four Hundred Dollars** **(\$50,400.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, & D attached hereto form part of this Agreement.



**Appendix B – Agreement of Purchase and Sale Cont'd**

**AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON**


**PAGE 3**


16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4<sup>th</sup> day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

  
Witness: JAY SHARMA

  
Witness: JAY SHARMA

) **WYEDEL POWER INC.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Chander Pal Sharma, Director

) I have authority to bind the Corporation

)

)

) **Signature of Signing Officer**

) Gursharan Baraj, Director

) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red" and "Site Map"  
Schedule "D" attached - "Additional Terms and Conditions"

Realtor: Jay Sharma, Salesperson  
Right at Home Realty Inc., Brokerage  
480 Eglinton Avenue, West Unit 30  
Mississauga ON L5R 0G2

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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## SCHEDULE "A"

### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel 7 (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Wyedel Power Inc. 2064 Redan Drive, Mississauga, On L4Y 1N8
Local Company:	Yes <u>No</u>
Intended Use of Building - (Describe):	Design, Manufacture and Supply of Power Control Transformers & Power Supply Products
Major Industrial Classification of User:	Advanced Manufacturing
List of Products Manufactured/Handled:	Transformers for electrical supply panels.
Number of Employees Anticipated:	7-10 (Full Time)
Number of Square Feet of Building Proposed:	40,000 sq. ft.
Number of Square Feet in Property Purchase:	125,452 sq. ft.
Proposed Building Coverage as % of Lot Area:	Thirty One Percent (31%)
Mandatory Building Coverage Starting 1st Year:	Twenty Percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Douglas Hancock DH Professional Corporation 51 Village Centre Pl, Mississauga, On, L4Z 1V9 905-273-3339
Telephone:	
Purchaser's Executive Completing this Form: Chander Pal Sharma, Director, Wyedel Power Inc.	 _____ (signature) I have authority to bind the Corporation.
Purchaser's Executive Completing this Form: Gursharan Baraj, Director, Wyedel Power Inc.	 _____ (signature) I have authority to bind the Corporation.
_____ Josh Morgan, Mayor	_____ Michael Schulthess, City Clerk

**SCHEDULE "B"**

**Excerpt from By-law No. A.-6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

**4.10 Attachment "A"**

**Disposal of Industrial Land Procedures**

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

**Class 1 Sale**

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

**Class 2 Sale**

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.





4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

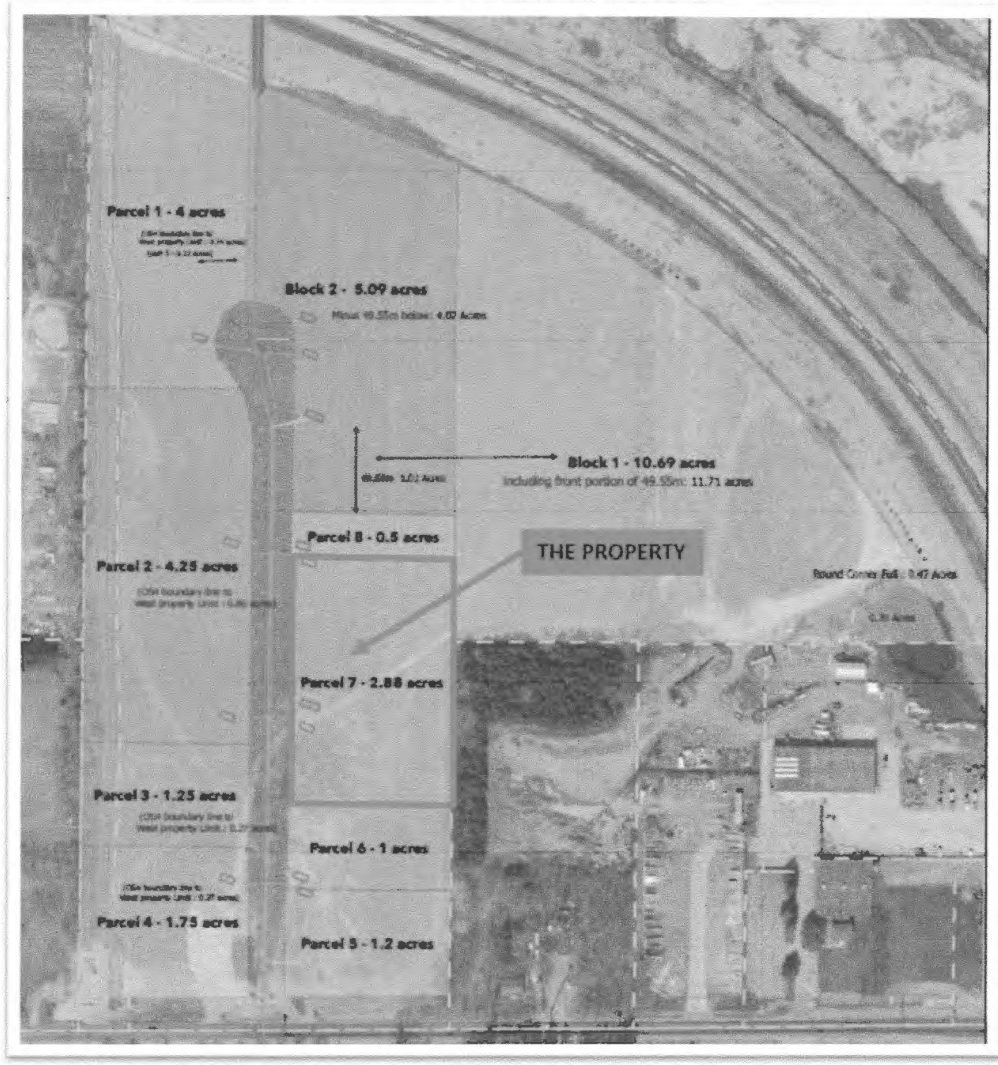
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

**Appendix B – Agreement of Purchase and Sale Cont'd**

SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 7



SUBJECT TO FINAL REFERENCE PLAN



## SCHEDULE "D"

### ADDITIONAL TERMS AND CONDITIONS

#### Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

#### Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

#### Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

#### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

#### Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

#### Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

#### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to

remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

#### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

#### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

#### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

#### Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

### Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:

2.88 acre multiplied by One Hundred and Seventy-Five Thousand (\$175,000) per acre.

If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

Real Estate Commission:

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A.-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

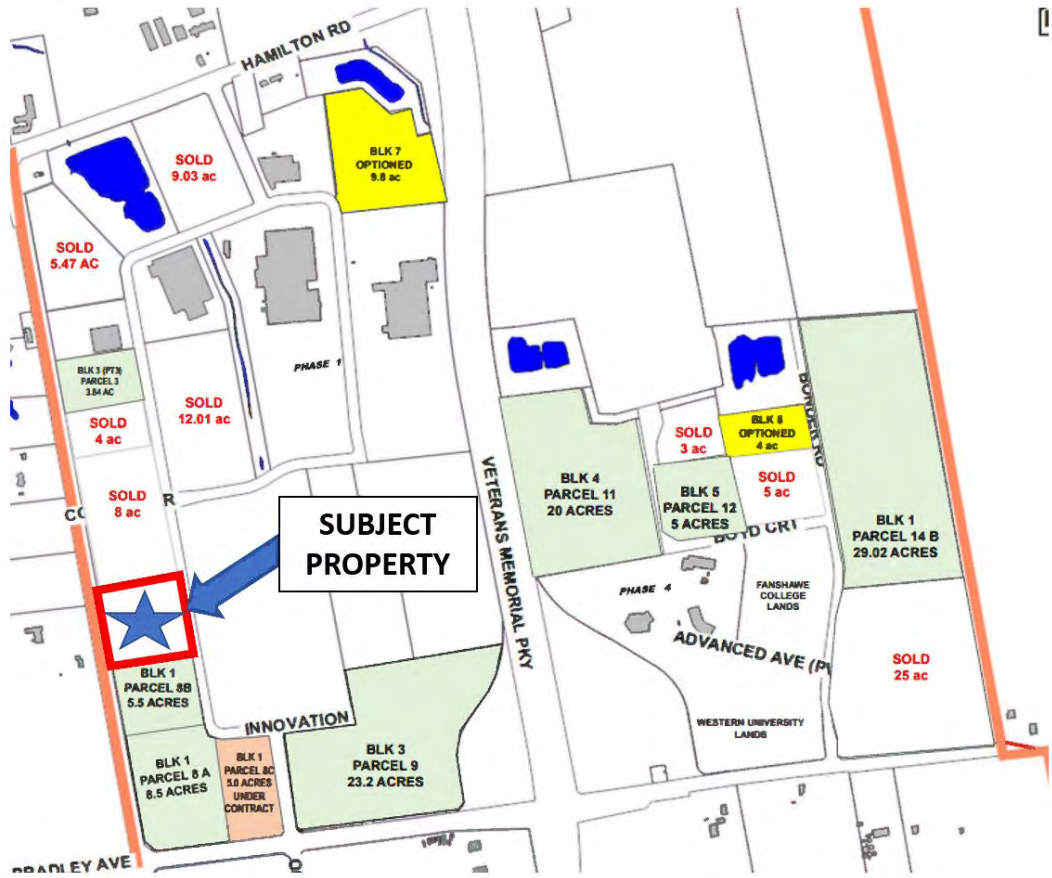
Attachment "C" of By-law No. A.-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

**Appendix A – Location Map and Aerial of Property**



Location Map of Property



Aerial of Property

# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:**

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### 2864150 ONTARIO INC.

Address: 19-1700 Hyde Park Rd London, ON N6H 5L7

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **INNOVATION PARK PHASE II**, in the City of London, in the County of Middlesex, containing Six (6) acres and being Part of Block 1, Plan 33M-592, designated as Parts 14 & 17 on 33R-20884 and being all of PIN 08197-0319 located in the City of London, County of Middlesex as shown highlighted in red on Schedule "C" (the "Property"), for the price of approximately

**Nine Hundred and Ninety Thousand Dollars** **(\$990,000.00)**  
of lawful money of Canada calculated at the rate of

**One Hundred and Sixty Five Thousand Dollars** **(\$165,000.00)**  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

**Ninety Nine Thousand Dollars** **(\$99,000.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

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5. The Purchaser is to be allowed 90 days from date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

15. Schedules A, B, C, and D attached hereto form part of this Agreement.

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**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

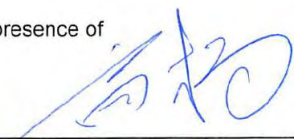
PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 10 day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

  
\_\_\_\_\_  
Witness: Yang Gas.

) **2864150 ONTARIO INC.**

) Purchaser

)

)

)

)

)

) **Signature of Signing Officer**

) Jiancheng (Jason) Zang

) Managing Partner

I/ We have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"

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**Appendix B – Agreement of Purchase and Sale Cont'd**

**SCHEDULE "A"**

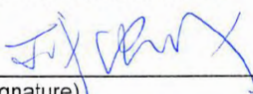
PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase II Part of Block 1 in Plan 33M-592
Name, Address, Postal Code of Purchaser:	2864150 ONTARIO INC. 19-1700 Hyde Park Rd London, ON N6H 5L7
Local Company:	YES
Intended Use of Building - (Describe):	Design and Manufacture Cabinets for Builders, Retailers, and Homeowners
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Cabinets for Builders, Retailers and Homeowners
Number of Employees Anticipated:	Phase 1: Estimated 30 (Full Time)
Number of Square Feet of Building Proposed:	60,000 sq. ft. GFA
Number of Square Feet in Property Purchase:	261,360 sq. ft.
Proposed Building Coverage as % of Lot Area:	22.9%
Mandatory Building Coverage Starting 1st Year:	Twenty percent (20%)
Future Building(s) Proposed (if any) Details:	Phase 2: 60,000 sq. ft. GFA
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Xin Sun 205-219 Oxford St., London, On N6H 1S5 519-681-9180 / 905-564-5836 xin@xsunlaw.com
Telephone:	
Email:	

2864150 ONTARIO INC. -



(signature)  
Jiancheng (Jason) Zang  
Title: Managing Partner

I/We have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

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**SCHEDULE "B"**

**Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

**4.10 Attachment "A"**

**Disposal of Industrial Land Procedures**

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

**Class 1 Sale**

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P. 13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

**Class 2 Sale**

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

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4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

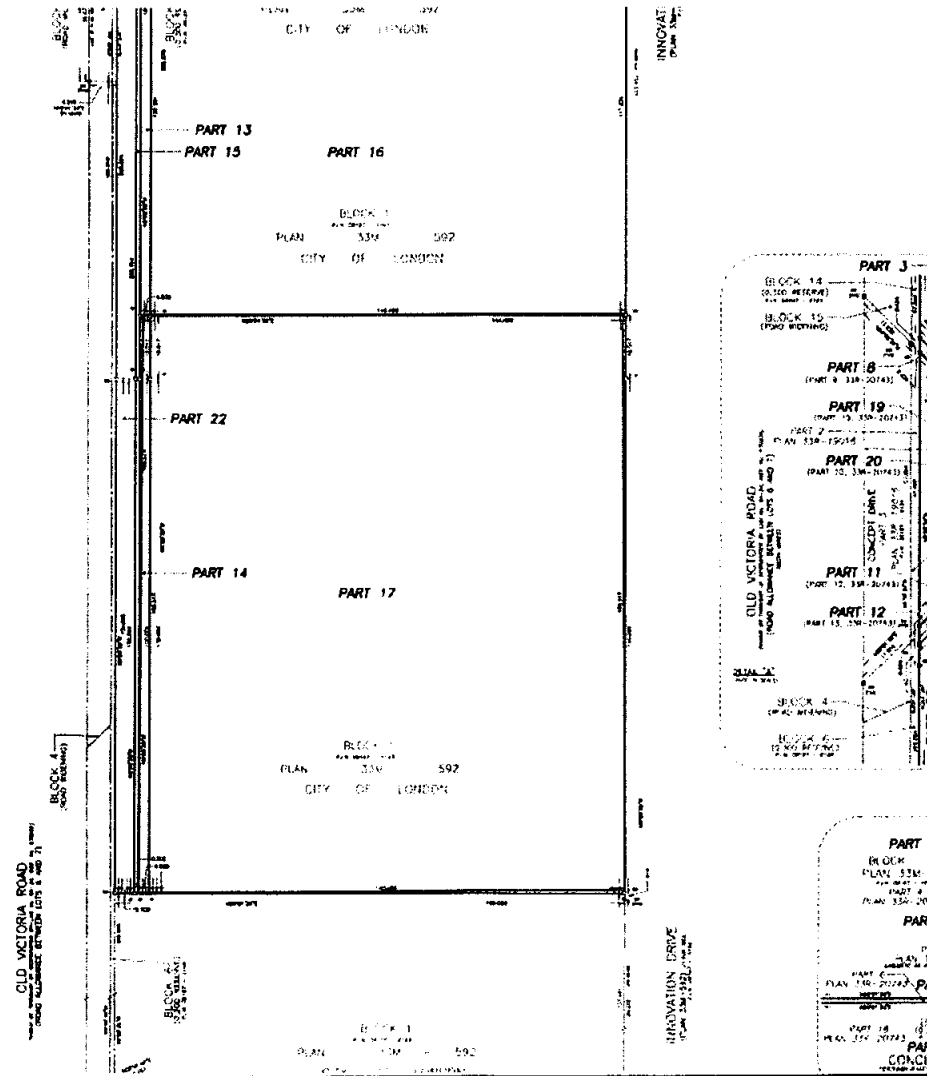
4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

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SCHEDULE "C"

PROPERTY



Property: Part of Block 1, Plan 33M-592, and further shown as Parts 14 & 17 on 33R-20884 and being all of PIN 081970319

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**SCHEDULE "D"**

**ADDITIONAL TERMS AND CONDITIONS**

**Headings**

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

**Paramountcy of Schedule "D"**

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

**Assignment of Agreement**

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

**Sewage Sampling Manholes**

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

**Municipal Services and Roadway Easements**

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

**Release of Information**

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

**Development Agreement**

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment, Conservation and Parks (MOECP), Ministry of Transportation (MTO), and any other approvals deemed necessary by the City. With the exception of the Excess Soil Materials clause below, the Purchaser accepts the property as-is.

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## Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

## Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than 90 days from the date that this offer is accepted. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

## Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than 90 days from the date that this offer is accepted. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

## Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

## Survival of Conditions

The obligations of the Purchaser contained in Schedule "D" shall survive and not merge on the completion of this transaction.

## Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

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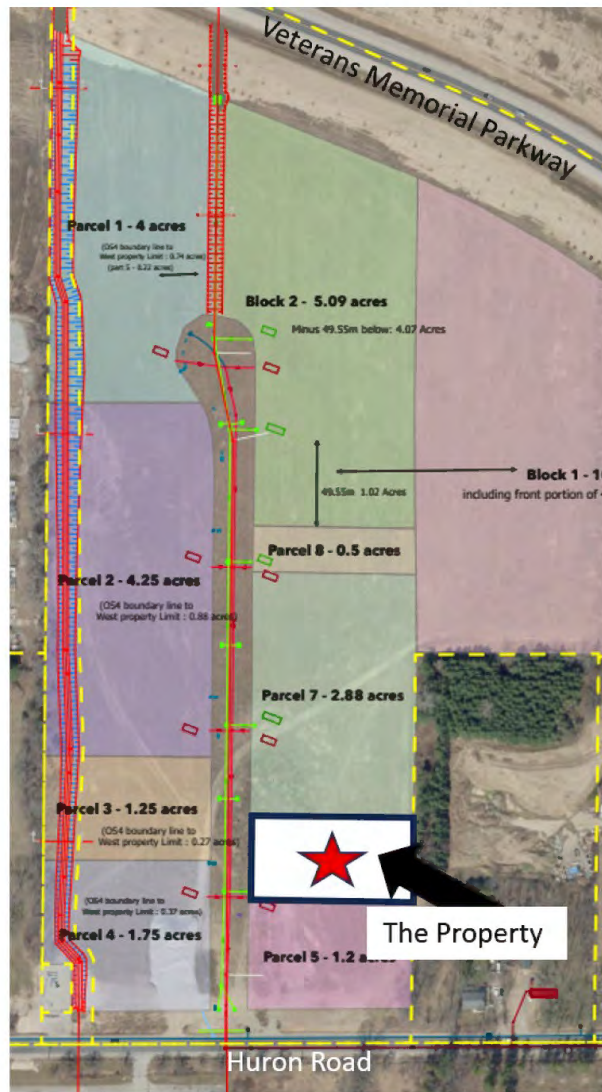
**Special Provisions of Innovation Park Subdivision Agreement**

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
  - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
  - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

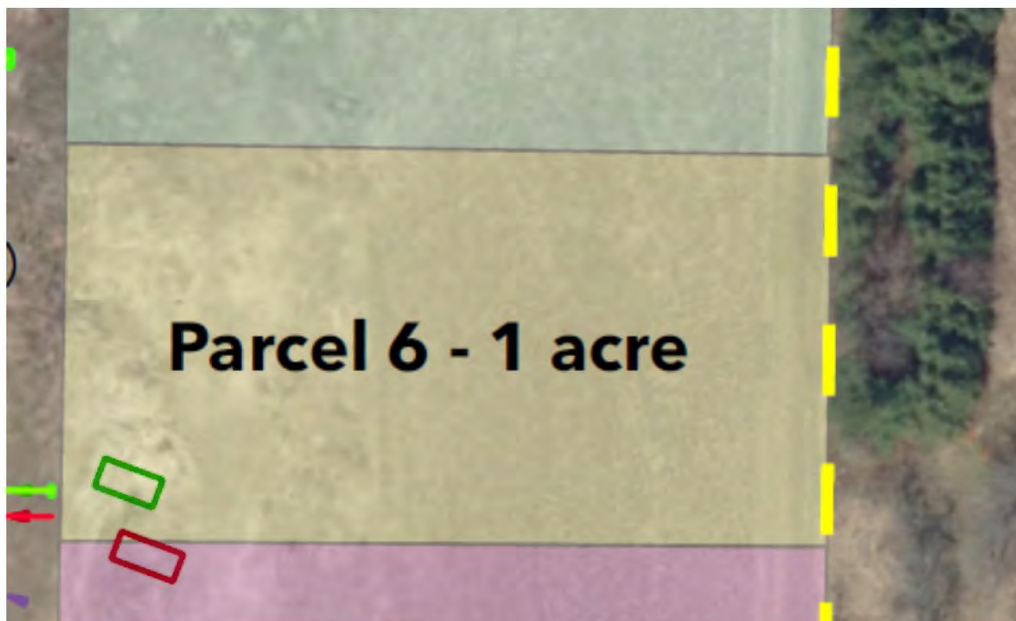
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**Appendix A – Location Map and Aerial**

**Huron Industrial Park (C1 Block)**



**The Property shown as Parcel 6 Being Sold to the Purchaser**



# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the 28 day of July, 2023.

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### **THOMSON FOODS INC.**

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **1.00 acre**, more or less, and being composed of being Part South 1/2 Lot 4, Concession 3, London/London Twp and being part of PIN 08147-0337 and to be further described in a reference plan to be deposited, and further shown outlined in red and labelled as Parcel 6 in the sketch attached hereto as Schedule "C" to this Agreement, for the price of approximately:

**One Hundred and Seventy Five Thousand Dollars** **(\$175,000.00)**  
of lawful money of Canada calculated at the rate of

**One Hundred and Seventy Five Thousand Dollars** **(\$175,000)**  
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

**Seventeen Thousand & Five Hundred Dollars** **(\$17,500.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

2. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

3. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

4. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, & D attached hereto form part of this Agreement.

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 3

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 30<sup>th</sup>, 2023**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 28 day of July, 2023.

SIGNED, SEALED & DELIVERED

in the presence of

*Bill*  
BIRU KOCHIKUNNEL JOSEPH  
Witness:

) **Thomson Foods Inc.**  
) Purchaser  
)  
)  
)  
) *Joji Thomas*  
) **Signature of Signing Officer**  
) Joji Thomas, CEO & Founder  
) I have authority to bind the Corporation.

*Divin*  
DIVIN ALMAS  
Witness:

) *Rekha*  
) **Signature of Signing Officer**  
) Rekhamol Joji, Signing Officer  
) I have authority to bind the Corporation.

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Excerpt from Plan Outlining Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

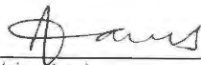
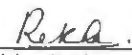
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## SCHEDULE "A"

### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park Part of South ½ Lot 4, Concession 3 Shown as Parcel 6 (subject to final reference plan to be deposited)
Name, Address, Postal Code of Purchaser:	Thomson Foods Inc. 1 Silver St., St. Thomas, On, N5P 4L8
Local Company:	<b>Yes</b> No
Intended Use of Building - (Describe):	Manufacture and Supply Indian Snack Foods
Major Industrial Classification of User:	Food Processing
List of Products Manufactured/Handled:	Manufacturing of rice-based snack foods.
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	15,000 sq. ft.
Number of Square Feet in Property Purchase:	43,560 sq. ft. (1 acre)
Proposed Building Coverage as % of Lot Area:	Thirty Four Percent (34%)
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	B. Brian Bovan, Barrister & Solicitor 1822 Dundas St. E., London, On, N5W 3E8 bbovan@sympatico.ca
Email:	
Telephone:	519-675-1881
Purchaser's Executive Completing this Form: Joji Thomas, CEO & Founder Thomson Foods Inc.	 _____ (signature) I have authority to bind the Corporation.
Purchaser's Executive Completing this Form: Rekhamol Joji, Signing Officer Thomson Foods Inc.	 _____ (signature) I have authority to bind the Corporation.

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**SCHEDULE "B"**

**Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"**

**4.10 Attachment "A"**

Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

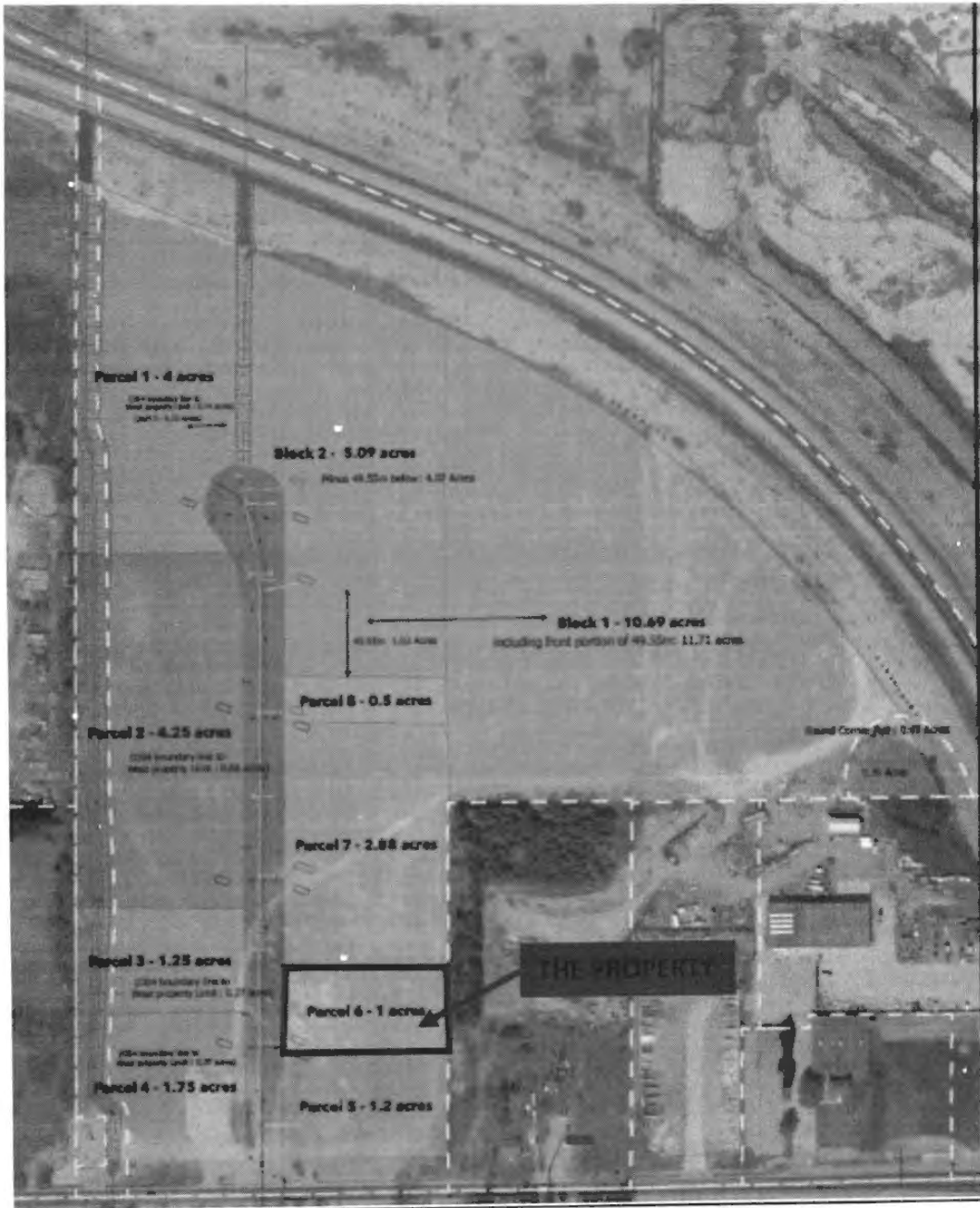
4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.



**Appendix B – Agreement of Purchase and Sale Cont'd**

SCHEDULE "C"

PROPERTY SHOWN AS PARCEL 6



SUBJECT TO FINAL REFERENCE PLAN

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Headings

The headings in this agreement are for convenience of reference only and shall not define or limit the provisions of the agreement.

Paramountcy of Schedule "D"

The provisions of this Schedule "D" are in addition to and not in substitution for the standard provisions contained in the body of the Agreement of Purchase and Sale and in Schedule "B" thereto, provided that if the provisions of this Schedule "D" conflict or are inconsistent in any respect with such standard provisions, By-Law No. A-6151-17 or any policy of The Corporation of the City of London, the provisions of this Schedule "D" shall prevail and the aforesaid By-Laws and Policies shall be read with the corresponding amendments. Unless the context otherwise requires, the term "this Agreement" as used in the Agreement of Purchase and Sale and Schedules thereto shall mean the said Agreement of Purchase and Sale and all Schedules thereto.

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, as defined in the Ontario or Canada Business Corporations Act, and upon delivery to the Vendor of a notice of such assignment and a covenant by the assignee in favour of the Vendor pursuant to which the assignee agrees to assume all covenants and agreements to be kept, observed and performed by the Purchaser pursuant to this Agreement, the assignee shall be entitled to and bound by, and the Purchaser shall cease to be entitled to and shall be released from, all of the benefits and obligations of the Purchaser pursuant to this Agreement.

Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any

intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

#### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

#### Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 5 of the Agreement of Purchase and Sale, the Vendor shall permit the Purchaser and its authorized representatives and consultants reasonable access to the property for the purpose of making soil, ground water, environmental or other tests, measurements or surveys in, on or below the property, provided that the Purchaser shall do so at its own expense and its own risk. No action taken by the Purchaser hereunder shall constitute a trespass or taking of possession.

Notwithstanding the above, the Purchaser and its authorized representatives and consultants agree to undertake best efforts to minimize crop damage resulting from accessing the lands to complete testing as it relates to paragraph 5 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

#### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

#### Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 10

### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

### Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows: One (1) acre multiplied by One Hundred and Seventy-Five Thousand (\$175,000) per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$175,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

### Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 11

### Survival of Conditions

The obligations of the Purchaser contained in this Schedule "D" shall survive and not merge on the completion of this transaction.

# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#23158  
August 14, 2023  
(Award Contract)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 1040 Hamilton Road - Former Fairmont Public School  
(Subledger LD230061)  
Capital Project SH3000 - Roadmap to 3000 Affordable Housing Units  
New Capital Project PK273523 - 2023 Misc Parkland Acquisition  
Thames Valley District School Board

**Finance Supports Report on the Sources of Financing:**

Finance Supports confirms that the cost of the affordable housing share of this acquisition can be accommodated within the financing available in the Capital Budget and the cost of the parkland share of this acquisition can be accommodated with a draw from the Parkland Reserve Fund, and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
<b>SH3000 - Roadmap to 3000 Affordable Housing Units</b>						
Engineering	4,600,000	0	4,600,000	4,600,000	0	0
Construction	4,166,476	0	4,166,476	2,904,095		1,262,381
Land Acquisition	4,995,679	0	4,995,679	0	4,995,679	0
Capital Grants	35,937,845	0	35,937,845	13,876,000	0	22,061,845
<b>SH3000 Total (Note 2)</b>	<b>49,700,000</b>	<b>0</b>	<b>49,700,000</b>	<b>21,380,095</b>	<b>4,995,679</b>	<b>23,324,226</b>
<b>PK273523 - 2023 Misc Parkland Acquisition</b>						
Land Acquisition	0	1,188,445	1,188,445	0	1,188,445	0
<b>Total Expenditures</b>	<b>\$49,700,000</b>	<b>\$1,188,445</b>	<b>\$50,888,445</b>	<b>\$21,380,095</b>	<b>\$6,184,124</b>	<b>\$23,324,226</b>

**Sources of Financing**

<b>SH3000 - Roadmap to 3000 Affordable Housing Units</b>						
Capital Levy	16,700,000	0	16,700,000	16,700,000	0	0
Drawdown from Affordable Housing Reserve Fund	33,000,000	0	33,000,000	4,680,095	4,995,679	23,324,226
<b>SH3000 Total (Note 2)</b>	<b>49,700,000</b>	<b>0</b>	<b>49,700,000</b>	<b>21,380,095</b>	<b>4,995,679</b>	<b>23,324,226</b>
<b>PK273523 - 2023 Misc Parkland Acquisition</b>						
Drawdown from Parkland Reserve Fund (Note 1)	0	1,188,445	1,188,445	0	1,188,445	0
<b>Total Financing</b>	<b>\$49,700,000</b>	<b>\$1,188,445</b>	<b>\$50,888,445</b>	<b>\$21,380,095</b>	<b>\$6,184,124</b>	<b>\$23,324,226</b>

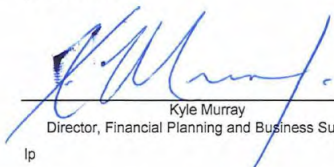
**Financial Note (Note 3):**

	SH3000D	PK273523	Total
Contract Price	\$4,750,000	\$1,130,000	\$5,880,000
Add: Due Diligence	53,316	12,684	66,000
Add: Land Transfer Tax	107,824	25,651	133,475
Add: HST @13%	824,431	148,549	772,980
Less: HST Rebate	-539,893	-128,438	-668,331
<b>Total Purchase Cost</b>	<b>\$4,995,679</b>	<b>\$1,188,445</b>	<b>\$6,184,124</b>

**Note 1:** There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise. The additional funding requirement is available as a drawdown from the Parkland Reserve Fund. The uncommitted balance of the Parkland Reserve Fund will be approximately \$2.4 million with the inclusion of this purchase.

**Note 2:** The remainder of the \$78 million Roadmap financing is included in the 2024-2026 forecasted capital plan.

**Note 3:** The allocation between SH3000 and PK273523 is preliminary, based on the draft plan concept. Amounts will be confirmed and revised, as necessary, when the plan is finalized.

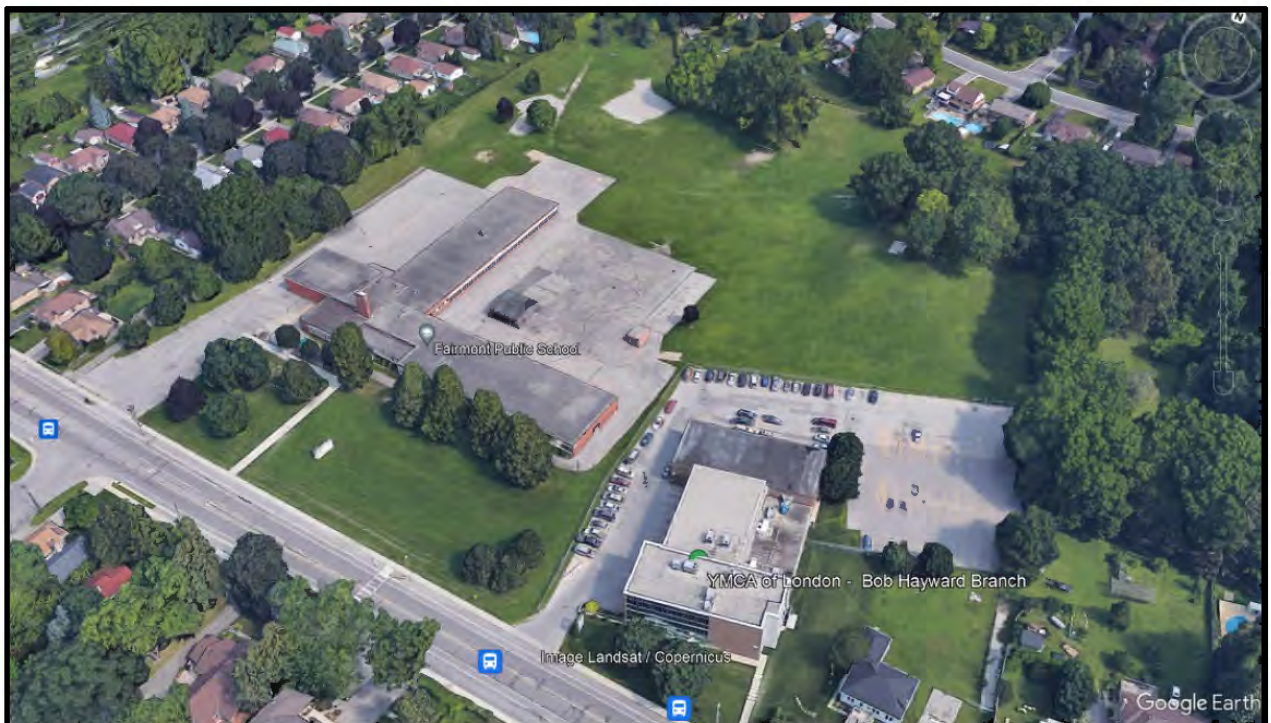
  
Kyle Murray  
Director, Financial Planning and Business Support  
lp

**Appendix B – Location Map & Aerial**

**LOCATION MAP OF 1040 HAMILTON ROAD**



**AERIAL OF 1040 HAMILTON ROAD**



## Appendix D – Offer to Purchase

### OFFER TO PURCHASE

**VENDOR:** The Thames Valley District School Board (the "**Vendor**")

**PURCHASER:** The Corporation of the City of London

**REAL PROPERTY:**

Address: 1040 Hamilton Road, London, Ontario N5W 1A6

Legal Description:

Part Lot 28, Registered Plan 285(C), Part Block "J", Registered Plan 790 and Part South 1/2 Lot 7, Concession B (Geographic Township of London) as In 142904, 210687, 196909, 373063; Except 74630, 210856, 142905; S/T 77819, 78336, in the City of London, County of Middlesex Being all of PIN 08121-0023 (LT) (the "Property")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "**Agreement**").
2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be Four Million Nine Hundred and Fifty Thousand Dollars CDN (\$4,950,000.00) payable as follows:
  - a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and
  - b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **FIXTURES EXCLUDED:** Outdoor playground equipment, if any.
5. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Trustees of the Vendor at a meeting to be held no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.
6. **CONDITIONS:**
  - a) **SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of Ninety (90) days from the date of the Vendor's acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and it shall restore the Property to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to



## Appendix D Cont'd – Offer to Purchase

indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limit set forth above, deliver written notice to that effect, to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction: failing delivery of such written notice this condition shall be deemed to have been waived by the Purchaser. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period herein.

7. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is twenty (20) days following the satisfaction of the re-zoning condition set forth in section 6(b). Upon completion, vacant possession of the Property shall be given to the Purchaser.
8. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15<sup>th</sup>) day prior to the Completion Date (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.
9. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
10. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence (satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.

## Appendix D Cont'd – Offer to Purchase

11. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.
12. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement, including Schedule 1 hereto, and save and except for: (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Deadline and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.
13. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.
14. **TITLE DOCUMENTS:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except such as are in the possession or control of the Vendor.
15. **DOCUMENT DELIVERY:** The Vendor agrees to deliver to the Purchaser, within five (5) days from its acceptance of the Agreement (copies of the following documentation, provided such documentation is in the Vendor's possession):
- a) a survey or surveyors certificate of the property;
  - b) a site plan;
  - c) floor plans of the building;
  - d) particulars of the cost of utilities consumed in the last twelve (12) month period of active use of the Property by the Vendor
  - e) any Designated Substance Report; and
  - f) a roofing Detail Report.
- and the Vendor shall have no other obligation to produce documentation other than as set out herein.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing,

## Appendix D Cont'd – Offer to Purchase

signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

18. **INSURANCE:** All buildings on the Property and all other items being purchased shall be and remain until completion of the Agreement at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the completion of the transaction contemplated herein.
19. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no residential tenants.
20. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **FAMILY LAW ACT:** The Vendor warrants that spousal consent under the provisions of the *Family Law Act*, R.S.O. 1990 is not necessary for this transaction.
22. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O., Chapter L4, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and, (b) be subject to conditions whereby the solicitor receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between their respective solicitors.
23. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
24. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.
26. **ADDITIONAL PURCHASER CONDITIONS:** Schedule "A" attached hereto forms part of this Agreement.

**Appendix D Cont'd – Offer to Purchase**

27. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023

PURCHASER:

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

The Thames Valley District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

VENDOR'S LAWYER: Harrison Pensa LLP, Attention: Tim McCullough  
450 Talbot Street, PO Box 3237, London, ON N6A 4K3  
Ph. #519-661-6718 Fax# 519-667-3362

PURCHASER'S LAWYER: City's Solicitor Office, Attention: Sachit Tatavarti  
300 Dufferin Ave., P.O Box 5035, London Ontario N6A 4L9  
Ph. #519-661-2489 ext. 5018 Fax# 519-661-5530

### Schedule "A"

**ARCHEOLOGICAL TESTS:** The Purchaser shall have Ninety (90) days from acceptance of this Offer to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

**OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have One Hundred and Eighty Days (180) from acceptance of this Offer to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for the Purchaser's intended use. The Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limited herein or within ten (10) business days of the OLT decision and Order, if applicable, deliver written notice to the effect to the Vendor and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

**PLAN OF SUBDIVISION APPROVAL:** The completion of this Agreement shall be conditional for a period of One Hundred and Eighty (180) days from the date of acceptance of this Agreement for the Purchaser to satisfy itself that it will be able to obtain, on terms satisfactory to the Purchaser, Plan of Subdivision Approval, necessary or desirable in connection with the Purchaser's intended development and use of the Property.

If the Purchaser is unable to satisfy itself that it will be able to obtain the Plan of Subdivision Approval, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived.

## Appendix D Cont'd – Offer to Purchase

### Schedule "A" Cont'd

**REFERENCE PLAN & PURCHASE PRICE ADJUSTMENT:** The Purchaser will facilitate to deposit on title, on or before closing and at no cost to the Vendor, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date, the Vendor agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 11.06 acres multiplied by a land rate of \$447,559 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$447,559 per acre.

To: Chair and Members, Community and Protective Services Committee  
From: Zeresenai Ghebre, 30+ Year Taxi Driver in London, ON  
Subject: Temporary Vehicle Age Extension  
Date: September 12, 2023

I'm currently operating a 2013 gas-powered taxi vehicle that is expected to be removed from the road next month based on the current vehicle age limit requirements. I've spent the last couple of months looking for a replacement vehicle, but due to the current vehicle shortage, this task has been difficult. In my 30+ years of driving a taxi, I don't recall a scenario where you had to wait 6 months for a new vehicle or engage in price wars to obtain a used vehicle. The current vehicle shortage supply is impacting me and others in the taxi industry, so I ask if you would consider temporarily extending the age of all vehicles until the vehicle supply shortage is addressed.

Thanks,  
Zeresenai Ghebre

[REDACTED]

<https://www.ctvnews.ca/autos/used-cars-market-faces-supply-crunch-in-aftermath-of-supply-chain-woes-1.6537882>

[REDACTED]

<https://www.cbc.ca/news/business/car-market-analysis-1.6873747>

[REDACTED]

<https://globalnews.ca/news/9878260/canada-vehicle-shortage-car-sales/>

September 21, 2023

London City council  
Mayor Josh Morgan & members of City Council  
**Re: Vehicles for Hire By-law-Amendments/Information report**

Dear Mayor and members of the council

The above-mentioned subject was part of CPSC's public participation meeting held on September 12, 2023. I was one of the participants and the last speaker at that meeting.

In summary the primary concerns reflected in the staff report and expressed by industry representatives were:

- A) Significant increase on cost of business operation
- B) Challenges of accessible cab services in London
- C) Demand to extend age of abs above 10 years.

All the issues listed above are significant and require close and dedicated attention from our municipal Government. The damaging impact of the global economic instability, inflation, rise of minimum wage and lack of a level playing field within our industry are challenges that our industry is facing.

*Please be reminded that Taxi service is not just an essential service, but also a component of the local economy. Therefore, challenges this industry is facing should be on the radar of the municipal government and like any other local business sector, the city should take a proactive approach dealing with major problems taxi industry is dealing with.*

Based on 25 years of my involvement as an active leader within the taxi industry and deep involvement with every By-law review since 2005, I encourage City Staff and members of council not to rush amending the By-law. There should be a complete and effective analysis about all current major issues pertaining to taxi industry before amending the By-law. Especially for benefit of many of new members of council it will be fair and helpful to them to know enough so they can say **'Yes'** or **"No"** to any recommended changes.

Below is a list of recommendations I would like to bring forward for your consideration. I hope they can provide more clarity and a better understanding of the matters.

- 1- Putting together a taskforce combined of all parties representing our industry and relevant authorities from city staff and members from CPSC with mandates to analyze and provide recommendations to council within a timely manner.
- 2- There is a significant shortage of accessible wheelchair cabs in London. The city is obligated to address this issue before it is too late. This serious concern can be tackled with a balance of fairness in mind not with satisfying one party only. ***Without identifying root causes of this issue from all angles, there will be no reliable solution.***



- 3- Annual Business Licence renewal is currently **\$750 per cab**. Unlike any other small and big businesses, there is no justification, why the business licence fee of a single taxi plate has been and still is that high. It would be fair and reasonable to reduce this annual business licence fee down to \$250 per cab.
- 4- City's weekly inspection availability is far from being sufficient and it needs immediate improvement. I respectfully communicated with licensing office in this regard. They acknowledged and agree with recommended improvement.
- 5- Extending age of cabs beyond 10 years is going to put safety of cabs on the road and safety of passenger at risk.  
*Extending age of vehicles is not a moving forward approach. This approach is going to take taxi companies backward to 20 years ago. Rusty cabs, body damages, wholes on the floor of cabs and serious mechanical problems would bet the consequences. It is not a modernizing approach; it will decrease public safety and it would be damaging to the image of the taxi industry.*
- 6- Providing a 24/7 taxi service in an English-speaking Society, means ***every taxi driver must be able to communicate in English***. Currently there is no such requirement for new applicants who want to become a taxi driver. Individuals can obtain taxi licence without speaking even two sentences of English; we had some examples in our fleet. This is causing serious communication problems between customers, dispatchers and the drivers who are not able to speak. This is affecting the level of services we strive to maintain and enhance. Reinstating this requirement is crucial for the benefit of all parties involved particularly for passengers.

Should you have any questions, I will be happy to answer and provide further clarifications you may need.

***Hasan Savehilaghi***  
***Yellow London Taxi Inc.***  
***Co-Founder-VP/General Manager.***  
***Office: 519-657-1111 EX 2208***  
***Direct: 519-870-5567***



Cc Licensing off ice

**From:** GREEN TAXI <office@mygreen.taxi>

**Sent:** Sunday, September 24, 2023 6:01 PM

**To:** CPSC <cpsc@london.ca>; DeForest, Catherine <cdefores@London.ca>; Katolyk, Orest <OKatolyk@London.ca>; Musicco, Nicole <nmusicco@London.ca>

**Cc:** Council Agenda <councilagenda@london.ca>; Khalil Al Tarhuni [REDACTED]

**Subject:** [EXTERNAL] Re: Accessible Taxi Funding & Age Removal / 15th Meeting of City Council - Waiting for direction

Councillors, Community and Protective Services Committee, Staff,

I appreciate your ongoing dedication to addressing the issues concerning accessible taxi cabs. Unfortunately, I was unable to attend the last Public Participation Meeting (PPM), but I did watch the recorded session and would like to share additional insights in preparation for the upcoming meeting on Tuesday.

The drivers, owner-operators, and brokers who spoke during the last Public Participation Meeting (PPM) made it evident that there are significant challenges within the taxi industry. While the pandemic has certainly played a role, it's important to note that the problems faced by accessible taxis existed before the pandemic and were exacerbated by it. The issues confronting us in the taxi industry align with the same concerns outlined in the London Transit Commission's multi-year budget (2024-2027):

**London Transit Commission 2024-2027 Forecast:**

- Diesel fuel pricing 45 per cent higher than projected in current multi-year budget
- General insurance costs increased 48 per cent during current multi-year budget
- **Hourly cost of paratransit has increased 27 per cent**
- Bus/ancillary equipment pricing has increased 37 per cent
- Revenue generated from ridership hasn't fully recovered from the COVID-19 pandemic.

Source: <https://www.londontransit.ca/staff-report-3-2024-2027-multi-year-budget/>

**myGREEN Taxi Accessible Taxi Operational Costs 2018 vs June 2023:**

- Fuel Rates: \$1.22 vs \$1.60 (+31%)
  - 50 Litres Daily: \$61.00 vs \$80.00
- Annual Insurance Premiums: \$8,700 vs \$18,000 (+107%)
- Vehicle Replacement Cost: \$47,500 vs \$95,000 (+100%)
- Monthly Average Accessible Bookings: 2000 vs 1000 (-50%)
- Average Maintenance Costs: \$200 vs \$425

As evident from the information above, the financial strain is equally felt, but regrettably, we are each bearing these financial burdens individually. We have not received any assistance, and it is disheartening to witness neighboring cities and provinces acknowledging and implementing practical solutions to address the very same issues related to accessible taxis. The taxpayers of our city are funding the London Transit Commission (LTC) to serve them directly or indirectly. The services we offer through our accessible taxis are likewise directly or indirectly benefiting the same taxpayers. In essence, we are seeking assistance to enhance our community. We no longer require further assessments or research, as neighboring municipalities have made their findings and solutions readily available online. It is evident that operational accessible taxi services in a municipality require financial support.

Following the legalization of ride-sharing giants like Uber, which do not provide accessible services, the City of London has successfully generated additional income from ride-sharing platforms (ie. *Uber, Steer, RideON, etc.*) at a rate of \$0.35 per ride. Therefore, it is challenging to comprehend the argument that there is an insufficient budget for accessible taxis, especially when this supplementary income stream supplements the existing revenue from all taxis and limousines (ie. *\$750 per taxi & limo*). Major cities such as Toronto, Ottawa, and Hamilton are utilizing the new income generated from ride-sharing companies to fund their accessible taxi services. Why has London, ON chosen not to follow suit in this matter? The evidence lies in the data, as we are losing accessible taxis in our city. Despite the removal of the cap on accessible taxis ([https://youtu.be/vpmwh\\_L1ufA?feature=shared&t=18865](https://youtu.be/vpmwh_L1ufA?feature=shared&t=18865)) and the waiver of business license fees, we are witnessing fewer accessible taxis on the road today since these decisions were made in 2018 and 2021 respectively. It is clear that these measures alone are insufficient to encourage investment in an industry fraught with uncertainty. We must instill confidence in both existing and prospective operators of accessible taxis that the City of London is committed and prepared to assist in overcoming the challenges they may encounter when operating accessible taxis. Otherwise, we will have little to discuss in five years.

**Based on the vehicle for hire by-law the City of London is short 30 accessible taxis:**

8.1 (b) a ratio of one Licence for each 1,100 residents of the City, the total number of residents of the City to be determined annually from the latest revised population figures available from Statistics Canada.

8.2 A limitation is imposed on the number of Accessible Cab Owner Licences at the ratio of one Licence for every 12 Cab Owner Licences.

Source: <https://london.ca/by-laws/vehicle-hire-law-l-130-71>

**London’s Population (2021) = 543,551 / 1100 = 494 / 12 = 41 Accessible Taxi Cabs**

Source: <https://www12.statcan.gc.ca/census-recensement/2021/as-sa/fogs-spg/Page.cfm?lang=E&topic=1&dguid=2021S0503555>

**Funding opportunities currently being offered in neighbouring communities:**

City	Incentive	Source
Toronto, ON	\$2,187.50 annually per driver.	<a href="https://www.toronto.ca/wp-content/uploads/2023/05/97c7-driver-AFP-package.pdf">https://www.toronto.ca/wp-content/uploads/2023/05/97c7-driver-AFP-package.pdf</a>
Hamilton, ON	\$5.00 per wheelchair ride.	<a href="https://www.hamilton.ca/sites/default/files/2023-01/businesslicence-accessible-taxicab-incentive-form-august-2022.pdf">https://www.hamilton.ca/sites/default/files/2023-01/businesslicence-accessible-taxicab-incentive-form-august-2022.pdf</a>
Guelph, ON	Issue discounted coupons for passengers to buy.	<a href="https://pub-guelph.escribemeetings.com/filestream.ashx?DocumentId=37782">https://pub-guelph.escribemeetings.com/filestream.ashx?DocumentId=37782</a>

Ottawa, ON	Proposed:  1. \$5000 per year per vehicle owner 2. \$2000 per year per driver 3. \$15 per trip 4. Reduce annual fee to \$312	<a href="https://pub-ottawa.escribemeetings.com/filestream.ashx?DocumentId=135173">https://pub-ottawa.escribemeetings.com/filestream.ashx?DocumentId=135173</a>
BC, Canada	\$6000 annually per vehicle for all vans in the province. Additional funding is proposed for next year.	<a href="https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program">https://www2.gov.bc.ca/gov/content/transportation/funding-engagement-permits/funding-grants/passenger-transportation-accessibility-program</a>

We have successfully completed 8,712 accessible trips between January 1, 2023, and September 21, 2023. This figure has seen a decline over the years due to our reduced fleet size. Back during the September 18, 2018 Public Participation Meeting (PPM), I reported that we had conducted 14,587 accessible trips up to August 31, 2018. As you can see below, we are witnessing a decrease in the number of accessible taxi owner-operators and drivers. This decline is primarily attributed to the high operating costs associated with accessible taxi vehicles. Some drivers have switched back to driving regular sedan taxis, while others have exited the industry altogether, despite their patience in awaiting funding and direction from the City of London ([https://youtu.be/vpmwh\\_L1ufA?feature=shared&t=19693](https://youtu.be/vpmwh_L1ufA?feature=shared&t=19693)).

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

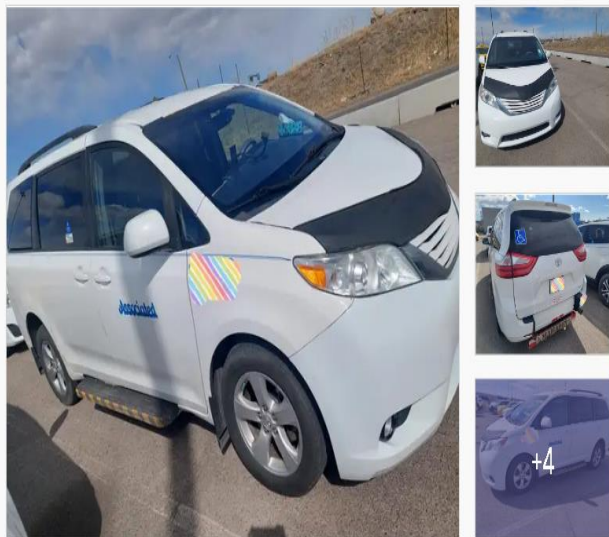
The challenge of finding accessible taxi drivers and securing the necessary startup funds to activate an accessible vehicle is indeed formidable. This is why we strongly recommend taking immediate action to preserve the existing drivers and vehicles that currently provide accessible taxi services. A potential approach to increasing the number of vans on the road is to eliminate the age-related restrictions on accessible taxis. This would particularly benefit older vans, as they tend to have lower acquisition costs. My greatest concern for the London community is the permanent loss of the remaining 11 active accessible taxi vans among all brokerages if no action is taken.

**Which vehicle is safer?**

### 2015 Toyota sienna

\$17,000

Posted over a month ago



#### Overview



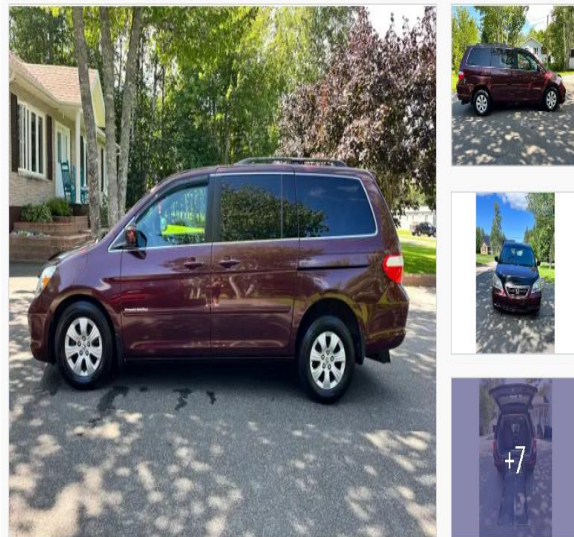
2015 Toyota Sienna | 600,000 KM

[www.kijiji.ca/v-cars-trucks/calgary/2015-toyota-sienna/1669378059](http://www.kijiji.ca/v-cars-trucks/calgary/2015-toyota-sienna/1669378059)

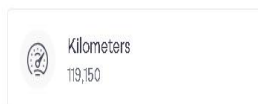
### Wheelchair accessible van

\$15,500

Posted about a month ago



#### Overview



2007 Honda Odyssey | 119,150 KM

[www.kijiji.ca/v-cars-trucks/bathurst/wheelchair-accessible-van/1669645808](http://www.kijiji.ca/v-cars-trucks/bathurst/wheelchair-accessible-van/1669645808)

Only a licensed mechanic possesses the expertise to address this question. Therefore, why are we using the age of the vehicle as the sole criterion for assessing safety? It would be prudent to eliminate the age stipulation for accessible taxis and instead prioritize the mechanical safety of every individual vehicle. Additionally, have there been any notable rises in accidents involving accessible taxis since the extension of the vehicle age limit by 2 years in 2018?

Accessible vans for sale in Canada are limited. This has resulted in higher prices. Removing the age cap will help address this challenge:

1. AutoTrader: 59 found in all of Canada: Model Year 2012<:48, Model Year 2017<:27
2. Kijiji: Total: 84 found in all of Canada: Model Year 2012<:40, Model Year 2017<:19

Source: [www.autotrader.ca/cars/keyword/wheelchair%20van/](http://www.autotrader.ca/cars/keyword/wheelchair%20van/) | [www.kijiji.ca/b-canada/wheelchair-van/k0l0?rb=true&dc=true](http://www.kijiji.ca/b-canada/wheelchair-van/k0l0?rb=true&dc=true)

All in all, I have been in ongoing discussions with councillors and staff regarding this issue since 2018, but progress has been disappointingly slow. It's frustrating because both the councillors and staff members I've engaged with acknowledge the problem, yet the conversation often seems to stall. I am hopeful that this time, we will take the necessary steps to bring about meaningful change that benefits all stakeholders. While financial considerations are essential, I also suggest continued dialogue with service users, from riders to corporations that rely on our services daily. Together, we can develop a comprehensive plan to address all these challenges.

Thanks,  
Huruy Woldemicael

General Manager

**Attachments:**

1. Presentation completed for Accessibility Community Advisory Committee - June 22, 2023
2. On-Demand Accessible Taxicab Service Study - Ottawa, ON - June 28, 2023
3. Accessible On-Demand Taxi Service Report - Kingston, ON - August 2009
4. [REDACTED]

P: 1-519-601-4747 / F: 1-866-666-6600

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# ACCESSIBLE TAXI CABS

Prepared By: Huruy Woldemicael



# Fleet Profile

- ▶ Launched 10 accessible taxi cab vans in Q2 of 2016.
- ▶ First vehicle for hire company to offer booking options via:
  - ▶ Chat
  - ▶ Mobile App
  - ▶ SMS Messaging
  - ▶ Web Booking



# Fleet Profile: 2018 vs 2023

- ▶ Total Accessible Vans: 10 vs 6 (-40%)
- ▶ Total Accessible Drivers: 16 vs 7 (-56.25%)
- ▶ Monthly Average Accessible Bookings: 2000 vs 1000 (-50%)
- ▶ Booking Types
  - ▶ On-Demand Bookings: 79% vs 78% (-1.27%)
  - ▶ Reservation Bookings: 21% vs 22% (+4.76%)
- ▶ Booking Originations:
  - ▶ Phone: 92% vs 88% (-4.35%)
  - ▶ Mobile App / Online: 8% vs 12% (+50%)

# Fleet Profile: 2018 vs 2023

- ▶ Annual Insurance Premiums: \$8,700 vs \$18,000 (+107%)
- ▶ Fuel Rates: \$1.22 vs \$1.60 (+31%)
  - ▶ 50 Litres Daily: \$61.00 vs \$80.00
- ▶ Vehicle Replacement Cost: \$47,500 vs \$95,000 (+100%)
- ▶ City Population: 494,069 (2016) vs 543,551 (2021) (+10%) \*Statistics Canada

# Recommendations

Phase 1 - Immediately



# Increase Accessible Ridership

- ▶ Subsidize accessible rides.
- ▶ Market accessible taxi options at city owned properties, funded organizations, and distributed material. (ie. Community centers, city buses, garbage calendar, etc.)
- ▶ Allow accessible taxi cabs to work in collaboration with London Transit to help reduce wait times and provide more booking flexibility for paratransit rides.

# Increase Accessible Drivers

- ▶ Free Training
  - ▶ Pay for the training costs to become an accessible licensed driver. (\$150-200)
- ▶ Waive Licensing Fees
  - ▶ Eliminate the \$60.00 per year vehicle for hire license fee for those that commit to driving an accessible vehicle only.
  - ▶ Eliminate the \$25.00 one-time fee to be listed on the accessible priority list.

# Increase Accessible Vehicles

- ▶ **Remove Vehicle Age Restrictions**
  - ▶ Focus on safety rather than the age of the vehicle. Increasing the amount of safety checks in the year and allowing less expensive older vans on the road will help reduce the start-up costs for new accessible taxi cab owners thus increasing the amount of accessible vans on the road.
- ▶ **Remove Vehicle Entry Restrictions**
  - ▶ Allow for side entry accessible vans. At the moment rear entry is the only permitted option.
- ▶ **Eliminate Vehicle Related Fees**
  - ▶ Discontinue the annual \$750 business license for accessible vans only.

# Provide Funding: Ongoing Expenses

- ▶ Insurance Premiums
  - ▶ After COVID-19 the only insurance option is Facility Association.
- ▶ Vehicle Financing Interest Cost
  - ▶ The cost of borrowing for commercial vehicles is at record highs.
- ▶ Fuel Cost
  - ▶ ESG goals continue to drive this variable up.
  - ▶ No hybrid/electric options.
- ▶ Maintenance (Commonly Replaced: Engine, Transmission, Suspension, & Tires)
  - ▶ The weight of the steel ramp continues to wear down the vehicle.



# Can We Afford The Recommendations?

- ▶ Increase fees for non-accessible participants:
  - ▶ Ride Sharing: Increase the per ride fee. (Currently: \$0.35 per ride.)
    - ▶ Toronto, Ottawa, Guelph, etc all charge \$0.07-0.10 per ride towards an accessibility fund.
  - ▶ Brokers: Increase the business license fee for brokers that refuse to offer accessible options.
    - ▶ Uber, Steer (Formerly FaceDrive), RideON Canada, etc.
- ▶ Contributions from all levels of government.
  - ▶ Grants, interest-free loans, etc.

# Recommendations

Phase 2 - January 1, 2025



# Increase Accessible Drivers

- ▶ Consolidated Licensing
  - ▶ Require every vehicle for hire driver to be trained as an accessible driver by January 1, 2025.
    - ▶ Training shouldn't be limited to those in a wheelchair:
      - ▶ Hearing
      - ▶ Mental
      - ▶ Physical
      - ▶ Vision

# Increase Accessible Vehicles

- ▶ Require all vehicles being licensed for hire to be accessible by January 1, 2025.
- ▶ Work with government & vehicle manufacturers to offer accessible vehicles directly from the manufacturer.

# Provide Funding: Ongoing Expenses

- ▶ Insurance
- ▶ Vehicle Financing Interest
- ▶ Fuel
- ▶ Maintenance (Commonly Replaced: Engine, Transmission, Suspension, & Tires)

# No Action

Risks



# If Nothing Changes

- ▶ Drivers & vehicles will gradually leave the industry.
- ▶ Riders will have to pay more per ride and eventually service levels will become unbearable.
- ▶ The City of London could miss out on economic opportunities such as hosting events, increase to its population, and business investment.

# If Nothing Changes





# Questions?

Prepared By: Huruy Woldemicael

**From:**

**Sent:** Friday, September 8, 2023 12:27 PM

**To:** PEC <[pec@london.ca](mailto:pec@london.ca)>

**Subject:** [EXTERNAL] Added Agenda - PEC Meeting - Sept 11 - Item 4.1 - Council Resolution - Housing Accelerator Fund

City Clerks Team PEC – Please consider this my approval to distribute this E – Mail to the Planning & Environmental Committee full members meeting Monday Sept 11 – with respect to Item 4.1 on the Agenda – Council Resolution for Direction ( Housing Accelerator Fund ) .

Chair Lehman / Mayor Morgan & PEC Council Members ;

For clarity , I fully endorse / support approving the City Clerks office recommendation to move forward with “ super ceding “ the recently passed BY – Law No Z – 1-2333111 ( Limit of 3 residential units Official Plan ) and adding the 4<sup>th</sup> Residential Unit.

### **Background / Current Challenge / Problem**

· On calling both the rental license office and also being referred to Planning Dept in mid August, I was advised that being currently zoned an “ R2 “ ( approved Duplex Property @ Apartment License ) that I would have to apply to rezone my property as a SINGLE / SEMI or STREET TOWN and then move forward with Planning DEPT Approval to new building code standards to achieve the addition of an “ 2 addition residential units “ to match the same opportunity offered ( 3 units per property ) under the Ontario More Homes Bill & City of London BY – LAW Z -1-233111. Moving forward with this advise would result in the potential loss of my current 2 Unit – Duplex Apartment Licenses and the accrual of significant legal fees . Council – there are hundreds of current R 2 Properties that were Duplexes in 80 ‘s / 90 ‘s to help owner occupied residents pay their 13 % mortgages that then converted back to single family unit occupancy as family expanded and left the R2 designation stand as there is no value added to change this legally. I do not believe the business process offered by Planning Dept for an R2 to convert to a 3 residential unit property is what Council intended.

### **Recommendation – Consideration Today ;**

· That the PEC today direct the City Clerks Office with the full support of the Planning Dept to prepare the proposed zoning by -law amendment to include the 3 or 4 residential unit per property being extended to existing R2 Properties as well . This direction should also offer advise to the Planning Dept to simplify their process to achieve this end . This might include only requiring the “ Rental Office “ approval of the new unit @ respect to safety , electrical & minimum configuration requirements with no Planning Dept involvement ( KISimple please )

Thxs for the Consideration- Chris Butler

**From:** Steve.O [REDACTED]  
**Sent:** Monday, September 18, 2023 5:45 PM  
**To:** Hopkins, Anna <ahopkins@london.ca>; Pelozo, Elizabeth <epelozalondon.ca>; craman@london.ca; Hillier, Steven <shillier@london.ca>; Lehman, Steve <slehman@london.ca>; City of London, Mayor <mayor@london.ca>; pcuddly@london.ca; Trosow, Sam <strosow@london.ca>; Franke, Skylar <sfranke@london.ca>; McAlister, Hadleigh <hmcAlister@london.ca>; Stevenson, Susan <sstevenson@london.ca>; jprybil@london.ca; Van Meerbergen, Paul <pvanmeerbergen@london.ca>; Ferreira, David <dferreira@london.ca>; Council Agenda <councilagenda@london.ca>  
**Cc:** AnnaMaria Valastro [REDACTED]; Louise White [REDACTED]  
**Subject:** [EXTERNAL] Re: oldest house in London? 176 Piccadilly Street Heritage

Please add my letter to the public agenda re:

### 3.2 Request to Remove Property from Register of Cultural Heritage Resources - 176 Piccadilly Street

Dear Members of the Planning and Environment Committee,

London needs to be able to preserve heritage houses, buildings, and sites. If not where they originally reside, then have them relocated to a facility where it is possible to maintain them, for example Fanshawe Pioneer Village. It seems to me that city council is less concerned about London's unique history and is more willing to look the other way in favour of promoting the real estate business for rich elites, who together are destroying our traditional culture and history. I'm not against business growth, but there should be a way to accommodate both initiatives in a manner that is agreeable to everyone.

The building at 176 Piccadilly is over 200 years old and therefore can NEVER meet the 3 heritage criteria needed for heritage designation because it is a simple wood structure common of rural London in the early 19th century. It not just the house alone that is important. It is a house that was present when Carling Creek was running freely and open and next to a pond found on Ann St and Talbot St.

While some Councillors may believe that 'old' structures should not be preserved, even though all heritage buildings are old, simple wood structures that show us how early rural Londoners lived are as important as grand architectural buildings.

This house was lived in as recently as 2018, and has deteriorated significantly since through neglect. Demolition by neglect is ignored by Council because Council has shown little respect for our history, and by taking no action and mocking efforts by staff to safe guard our history, encourages investment property owners to let historical houses rot.

This important historical remnant of rural living in London needs to be preserved either through heritage preservation or as a museum piece. We are not so simple that we can't appreciate our early modest beginnings beyond that is 'grand'.

And for those Councillors who think that preserving our history 'gets in the way' of development, fail to appreciate the cultural and economic value of integrating history with contemporary.

regards,  
Steve Olivastri  
[REDACTED]  
London

Please add my letter to the Council Agenda re: 176 Piccadilly

3.2 Request to Remove Property from Register of Cultural Heritage Resources - 176 Piccadilly Street

Dear Members of Council

I write over the possible demolition for 176 Piccadilly St. and desire to see its structure preserved.

The age of the structure of this house spans approximately 6-generations since it was built and this is a rare commodity for London. However, the wood used in this structure would probably have come from local trees that were felled after a minimum growth period of 100-years. As such, the beginnings of this house would have commenced when trees started to grow anywhere between the late-1600s to the early 1720s.

Given this accrued timeframe it is no wonder that citizens would want to see the preservation of this modest house which represents an element of the emerging history our city. This abode has prominence in local history because it has endured a test of time through the various stages of expansion for this city; from a village in the 1820s to its current city population of just over 400,000 in 2023.

Given the prospect of losing the structure, I feel that at a minimum request, I would like to see a full set of architectural plans, sections, elevations and photos lodged with a respective archival body. For an example of I attach a link to the Irish Architectural Archives and refer to the Appendix B (pp. 244-247) of the following <https://www.gov.ie/pdf/?file=https://assets.gov.ie/236448/369d5dcd-2194-498c-959b-eee826195011.pdf#page=null>. This would serve as a basis for an architectural record.

However, it would be my preferred recommendation that Council request that this house structure be dismantled and re-erected at the Heritage Village, Fanshawe Lake. If this moving of the structure to a safe place could be achieved, then I would think that many citizens would support such a decision for the retention of this historic element. In the past, it was not unusual to see old houses moved to new locations in this City in order to retain the structures.

Can you please give serious consideration to the possibility of moving the house to Fanshawe Lake? Qualified carpenters can move this structure effortlessly and from a monetary perspective, it may not be expensive. Can Council please vote on the option to designate and move this structure?

Shane O'Neill

A handwritten signature in black ink, appearing to read 'Shane O'Neill', with a large, sweeping flourish extending from the end of the name.

22<sup>nd</sup> September 2023

**From:** Rod McDowell [REDACTED]  
**Sent:** Saturday, September 23, 2023 8:41 AM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 176 Piccadilly St

Please include my support for the letter prepared by Shane O'Neill.

Rod McDowell

[REDACTED]

[REDACTED]

**From:** D Fraser [REDACTED]  
**Sent:** Saturday, September 23, 2023 10:02 AM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 176 Piccadilly

Dear Council,

**I wish to add my name to the letter submitted by Shane ONeill re: 176 Piccadilly St. I give permission to display my name on the public agenda,**

Debbie Fraser

[REDACTED]

**From:** J F [REDACTED]  
**Sent:** Saturday, September 23, 2023 9:29 AM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] Historic home

**I wish to add my name to the letter submitted by Shane ONeill re: 176 Piccadilly St. I give permission to display my name on the public agenda.**

John C Fooks

[REDACTED]  
LONDON ON N6A6K4

[REDACTED]



**From:** Alex Harkins [REDACTED]  
**Sent:** Saturday, September 23, 2023 3:01 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] Re: 176 Piccadilly St

\Dear Members of Council,

We wish to add our names to the letter submitted by Shane O'Neill re: 176 Piccadilly St. We give permission to display our names on the public agenda:

Alexandra and Michael Harkins

[REDACTED] London, Ontario, N6B2B8

**From:** Sylvia Curtis-Norcross [REDACTED]  
**Sent:** Saturday, September 23, 2023 6:14 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 176 Picadilly St

**I wish to add my name, to the letter submitted by Shane ONeill re: 176 Piccadilly St. I give permission to display my name on the public agenda.**

**Sylvia Curtis-Norcross**

[REDACTED]

**N6C 1A4**

[REDACTED]

**Thank you,**

**Sylvia**

**From:** Hazel Elmslie [REDACTED]

**Sent:** Sunday, September 24, 2023 3:23 PM

**To:** Council Agenda <councilagenda@london.ca>

**Subject:** [EXTERNAL] 3.2 Request to Remove Property from Register of Cultural Heritage Resources - 176 Piccadilly Street

**I wish to add my name to the letter submitted by Shane O'Neill re: 176 Piccadilly St. I give permission to display my name on the public agenda.**

**Hazel Elmslie**

[REDACTED]

**London, ON, N5W 1P5**

**From:** jhelen [REDACTED]  
**Sent:** Sunday, September 24, 2023 8:50 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 176 Piccadilly

I wish to add my name

Jennifer Aitkenhead at [REDACTED]

[REDACTED] to the letter submitted  
by Shane O'Neil in re.176 Piccadilly St.

I give permission to display my name  
on the Public agenda. thanks jennifer

**From:** Jill Jacobson [REDACTED]  
**Sent:** Sunday, September 24, 2023 9:49 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 176 Piccadilly Street

Dear Members of Council,

I wish to add my name to the letter submitted by Shane O'Neill re: 176 Piccadilly Street. I give permission to display my name on the public agenda.

Thank you,

Jill Jacobson  
[REDACTED]  
London N6A 1N9

**From:** T. C. Ben Benedict <ben\_72@hotmail.com>

**Sent:** Saturday, September 23, 2023 1:56 PM

**To:** Council Agenda <councilagenda@london.ca>

**Subject:** [EXTERNAL] RE: oldest house in London? 176 Piccadilly Street Heritage - waiting for direction

**Importance:** High

**I wish to add my name to the letter submitted by Shane O'Neill re: 176 Piccadilly St. I give permission to display my name on the public agenda**

Dear City Council and Neighbours,

City Heritage Staff are recommending that this cottage house (176 Piccadilly Street) at the corner of Piccadilly and St. George Street be removed from the city's heritage inventory list. This little wooden cottage house is over 200 years old and is representative of the time of when John Kent owned much of North Talbot, when it was only farmland and woods. Staff acknowledge that it remains an important cultural piece to the history of our community.

It's history is fascinating, but unfortunately changes made by Doug Ford to Ontario's Heritage Act now make it difficult for modest structures such as this house to be preserved. Also, this Council is hostile to heritage preservation. The usual suspects who oppose heritage designation because they protect buildings that are 'old' - direct quote Councillor Lehman - are likely the first to book vacations to Europe to enjoy their history - pure hypocrisy. And of course, most Councillors have no idea where North Talbot is.

Perhaps in stead of continually destroying what makes London worth Living in – i.e. our heritage. Perhaps City Council might consider moving it (they should) to Fanshawe Pioneer village at this 'developer's' expense! I am so tired of London City Council making decisions based on an individuals greed versus what's right for our community, specifically my community of North Talbot that none of you live in – stop it and start acting like responsible professionals who actually give thought to the issues affecting our community rather than simply tearing things down!!!

Ben Benedict, MA Comm.

Benedict Creative Communications

188 John Street, London, ON, N6A 1P1

P: 519-432-5089

C: 519-432-1872

E: [info@bcreative.ca](mailto:info@bcreative.ca) & [ben\\_72@hotmail.com](mailto:ben_72@hotmail.com)

W: [www.bcreative.ca](http://www.bcreative.ca) & [www.benbenedict.ca](http://www.benbenedict.ca)

**From:** [REDACTED]  
**Sent:** Sunday, September 24, 2023 11:16 PM  
**To:** Council Agenda <councilagenda@london.ca>  
**Subject:** [EXTERNAL] 1588 Clarke Rd. and 179 Piccadilly - waiting for direction

Please place my letter on the public agenda. Thank You

Dear Members of Council,

Re: 1588 Clarke Rd and 176 Piccadilly

In recent years I have placed property standard complaints against the property owner of 176 Piccadilly hoping this would trigger them to take better care of their house. Instead, I learned last week that it is the City of London that is making the request to demolishing this historical house.

I am not aware of a single person in the community that wants this house demolished.

Council should be concerned as to why derelict property owners such as Sifton, Farhi and the owners of 176 Piccadilly think it is just fine to ignore the city's property standards and/or orders to repair their properties.

Last week, Councillor Lehman was quoted on CTV newscast as saying that it is the responsibility of property owners to maintain their properties in good standing. Comments such as these are part of problem because the Councillor is messaging that Council has no role or responsibility in ensuring property owners are not deliberating letting historical homes deteriorate.

There are several unique historical, good solid buildings that can be repurposed in the city that are being left empty and wasting away, and likely being used as losses against profits. And the city does nothing.

This includes 100 Stanley St. - a historical home expropriated by the City of London which has been sitting empty for three years when it could have been used as a shelter or another form of temporary housing.

The city is complicit in their actions and their words in the rotting away of our historical buildings. So why then wouldn't investment property owners thumb their noses at the city's property standards when the city itself is letting good historical homes rot away?

Both houses at 176 Piccadilly and 1588 Clarke Rd. have early histories that are becoming increasingly rare and worth preserving. Both can offer affordable housing even within a larger development. The original house at 1588 Clarke Rd. has a field stone foundation which has remained solid for 180 years and the wood house at 176 Piccadilly is over 200 years. Possibly the oldest house left in the city. No modern building is likely to last more than 60 years.

Please take action and send property owners a strong message that these small houses are worth keeping, and the city can begin by enforcing their own by-laws and getting their own house in order.

There is no point in having by-laws that are not enforceable and/or no one takes seriously. And residents would appreciate if this Council defended the intrinsic value of the city - for a change - rather than pushing their own agenda or 'empire building'.

Sincerely,

AnnaMaria Valastro

**From:** Janice Thompson <[REDACTED]>

**Sent:** Sunday, September 17, 2023 10:33 PM

**To:** Planning and Development <[PlanDev@london.ca](mailto:PlanDev@london.ca)>; Maitland, Leif <[lmaitlan@london.ca](mailto:lmaitlan@london.ca)>

**Subject:** Fw: [EXTERNAL] Re: File: OZ-9635, 1364-1408 Hyde Park Road

Hello Planning and Environment Committee and Leif Maitland

We are again emailing you and this committee to express our concern about adding a second higher density property to an area where the added congestion of traffic will greatly impact our community. At present the traffic is heavy at Hyde Park Road and South Carriage Road and left turns are very difficult and involve risk. Is there a plan to add an advance green to the stoplight at this corner? We are greatly concerned about the increase in traffic that these developments will produce.

In our small South Carriage Road, Prince of Wales Gate and Dissing Crescent community, we have spoken to many neighbors who are quite upset about these two property developments at Hyde Park Road and South Carriage Road. They are upset about the impact of more people in the area on traffic, area schools and other concerns. It is frustrating and it seems unfair that only a portion of our neighborhood received notices from the city about these developments. Why was the information not distributed to all members of our community, it is less than 80 homes? Our community only has two access points and one of the access points, South Carriage Road and Hyde Park Road, will be greatly impacted by these developments. This will affect all 80 homes.

We hope that the Planning and Environment Committee would take into account our concerns. Please forward these emails to people that need to hear our concerns. Thank you.

Sincerely yours,

Janice and Bill Thompson

[REDACTED]

London, ON



**From:** Jason Stern [REDACTED]  
**Sent:** Wednesday, September 20, 2023 12:58 PM  
**To:** Rahman, Corrine <[crahman@london.ca](mailto:crahman@london.ca)>  
**Cc:** Rafuna, Liridona <[lrafuna@london.ca](mailto:lrafuna@london.ca)>  
**Subject:** Re: [EXTERNAL] 1364-1408 Hyde Park Rd - meeting tonight

Ms. Rahman and City Staff,

As a resident of South Carriage Rd I appreciate the ability to submit comments, and yes, you have my permission to have these included in the agenda and for open discussion. I would like to first provide some background information about myself so that members understand the lens through which I'm looking at this overall project.

I co-founded a property management company in 2004 that currently has 3,000+ doors under management. I also personally own investment properties and have done so since 2002 which also include multi-unit buildings in London and surrounding area. I would just like to present comments/concerns I see with the existing presentation of the subject property based on my "in-the-field" experience.

In a broader context, there's no debating the need for more affordable housing. However, my focus here is on specific issues I've observed with the way this project is being introduced and expedited. I currently have tenants that would be considered on the affordable housing spectrum based on income qualification and rents being within the definition of affordable by CMHC standards. So I will discuss what I see in my own experience with the tenants I personally deal with daily and those we manage as a 3rd party management company.

My overall concern is that the City is treating this as a prescriptive project that has some boxes to check in order to reach a housing goal, so the more units, the better. I just don't see tenant profiles, building location, transit accessibility etc being considered here. See further explanation below:

#### **Overall Project - Comments/Questions**

1. What is the tenant profile being targeted? Social Services required? Level of employed tenants that won't require a vehicle due to the restrictive parking being requested (0.3/unit). Even at 92 spaces, almost half of all tenants won't have or be able to have a vehicle.
2. Multiple applications and information packages show between 59-132 parking spaces being requested (initial application 40 underground + 92 surface). Then why the request for 0.3 spaces/unit? This would place the parking at approx 59.
3. There is a large pool of tenants that work, drive a vehicle, and require attainable or affordable housing. With limited parking, the City will be essentially denying these tenants housing.
4. What other sample properties has the City used as a baseline for comparison, even from other municipalities? If a property is built near the City boundary (approx 200 metres from growth boundary) with limited public transportation, what has been their experience? Has anyone visited these properties? Performed a tenant profile? Interviewed the onsite staff and a few tenants? This could be a wealth of information. How many successful housing projects have a similar profile as the subject property? What would that municipality have done differently?

5. Design related: Where are the snow lanes and the expectation of snow accumulation from plowing? As an example, we manage a 24 unit building with 27 parking spaces. Each winter we lose 3-4 spaces due to plowing and the lack of a snow lane. With a building of this size, the expectation could be upwards of 10 total parking spaces lost, unless dump trucks are brought in at a substantial expense. I didn't see a dedicated snow lane on the plans.

6. Tenant profile related: If there is a profile of elderly, mobility-restricted, or Ontario Works/Disability tenants, how much parking is being allocated to PSW workers, VON nursing staff, other social services? They can't be expected to park on the street (not possible on Hyde Park) or park on South Carriage Rd and walk?

7. Design related: Townhouses, in my opinion, appeal to families with kids. If both parents work, they would only be able to have 1 vehicle, thereby again limiting the tenant profile. This wouldn't be an issue if there were appropriate transportation options.

### **Concerns/Comments**

- Based on limited availability of bus services employment opportunities will be limited as there is only 1 bus line running on Hyde Park Rd that runs every 30min (londontransit.ca) How long would it take to get to South or East London? Has a study been completed?
- Library and other services are available at Sherwood Forest Mall. No bus service on Gainsborough (londontransit.ca)
- Food Basics (low cost groceries) in Sherwood Forest Mall again has no bus service.
- Access to Aquatic Centre & other municipal amenities. How accessible are these with limited/no bus routes?
- What are the nearest Social Services? I'm personally unaware of any in the neighbourhood or any that are easily accessible or reasonably accessible.
- Utilizing Walkscore data the subject property has a score of 47 (car dependent) vs as an example, 1639 Richmond's score of 79 (very walkable)

### **Comparable buildings, as an example:**

1600/1622 Hyde Park Rd (under construction)

- 1 parking/unit

- located on **1 bus route**

1639 Richmond (R9-7, newly built)

- 0.67 parking/unit

- located on **9 bus routes**

- near substantial amount of amenities & transportation

200 Albert (under application to build)

- 0.57 parking/unit requested
- located near **5 bus routes**
- Application contains **257 bicycle spots (1 per unit)**
- Downtown location

In summary, the City is looking at placing a building with parking requirements similar to a centrally located building in a car-dependent area that requires a higher walkability requirement or an extensive network of public transit (the location meets neither of these). If not done properly, this could encourage a more transient tenant who has difficulty getting to employment or social/City services. This project could meet the needs of a very diverse tenant that requires a level of attainable housing, but an appropriate tenant profile should be investigated more thoroughly.

**Outside of subject property discussion - of interest**

In my opinion, an example of a prime property meeting most/all of the above requirements exists at Highbury @ Dundas containing 20 acres. Currently owned by "Her Majesty The Queen in Right of Canada" and is vacant (data from MPAC & assumed to be Federally owned) Why wouldn't the City obtain that land? Also the sale that just happened North of this plot of land in 2019 to Old Oak Properties for \$17M also owned by "Her Majesty" containing an astonishing 144 acres, was surprising that the City didn't attempt to obtain even a portion of this for housing. Prime, centrally located land on major transit routes, close to social services and a prime hub for multiple employment opportunities.

I appreciate your time on this matter,

Jason Stern

# Corporate Services Committee

## Report

16th Meeting of the Corporate Services Committee  
September 11, 2023

PRESENT: Councillors S. Lewis (Chair), H. McAlister, S. Stevenson, S. Trosow, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor J. Pribil, L. Livingstone, A. Barbon, J. Paradis, I. Collins, S. Corman, A. Job, K. Murray, J. Raycroft, E. Skalski, S. Swance, B. Warner

Remote Attendance: B. Card, J. Dann, M. Schulthess

The meeting is called to order at 12:01 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: S. Trosow

Seconded by: D. Ferreira

That Consent Items 2.1 to 2.6 BE APPROVED.

Yeas: (4): S. Lewis, H. McAlister, S. Trosow, and D. Ferreira

Absent: (2): S. Stevenson, and Mayor J. Morgan

**Motion Passed (4 to 0)**

#### 2.1 Contingencies/Stabilization and Risk Management Reserve Fund Rationalization Report

Moved by: S. Trosow

Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

- a) the Contingencies/Stabilization and Risk Management Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B";
- b) the Contingencies/Stabilization and Risk Management Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;
- c) the Contingencies/Stabilization and Risk Management Reserve Fund proposed by-laws as appended to the staff report dated September 11, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023; and,

d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

**Motion Passed**

2.2 Capital Asset Growth Reserve Fund Rationalization Report

Moved by: S. Trosow  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken:

a) the Capital Asset Growth Reserve Fund Rationalization Report BE RECEIVED for information; noting that reserve fund targets established in accordance with the authority provided to the City Treasurer in the Council approved Reserve and Reserve Fund Policy are presented in Appendix "B";

b) the Capital Asset Growth Reserve Funds to be maintained, listed in Appendix "B", BE APPROVED;

c) the Capital Asset Growth Reserve Fund proposed by-laws appended to the staff report dated September 11, 2023 as Appendix "D" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023; and,

d) the Civic Administration BE AUTHORIZED to take all actions necessary to implement the changes outlined in the report.

**Motion Passed**

2.3 SS-2023-215 - Facilities Maintenance and Operations Single Source Refrigeration Services Provider

Moved by: S. Trosow  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the single source procurement of a Refrigeration Service provider:

a) in accordance with Section 14.4(g) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to enter negotiations with CIMCO Refrigeration for pricing for a single source contract for one (1) year with one (1) option year for renewal to provide refrigeration services for the City of London arenas;

b) the approval in a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with CIMCO Refrigeration to provide preventive maintenance service and repairs to the City arena refrigeration plants; and,

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the authorization set out in parts a) and b) above.

**Motion Passed**

2.4 RFP 2023-124 Consultant Services for City of London Vacancy Residential Property Study Award – Irregular Result

Moved by: S. Trosow  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to Request for Proposal (RFP) 2023-124 for Consultant Services for City of London Vacant Residential Property Study:

- a) the proposal for consultant services, submitted by Ernst and Young (EY), 100 Adelaide Street West, Toronto, Ontario, M5K 1J7 BE ACCEPTED in accordance with the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this purchase; and,
- c) the approval hereby given BE CONDITIONAL upon the City of London (The Corporation) entering a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

**Motion Passed**

2.5 2022 Annual Reporting of Lease Financing Agreements

Moved by: S. Trosow  
Seconded by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Finance Supports, the 2022 Annual Report of Lease Financing Agreements BE RECEIVED for information.

**Motion Passed**

2.6 Council Policy Review - Flags at City Hall and Illumination of City of London Buildings and Amenities

Moved by: S. Trosow  
Seconded by: D. Ferreira

That, on the recommendation of the City Clerk, the following actions be taken:

- a) the proposed by-law as appended to the staff report dated September 11, 2023 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting on September 26, 2023 to amend CPOL.-114-366 being "Flags at City Hall" to repeal and replace Schedule "A", and;
- b) the proposed by-law as appended to the staff report dated September 11, 2023 as Appendix 'B' BE INTRODUCED at the Municipal Council meeting on September 26, 2023 to amend CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to repeal and replace Schedule "A".

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

Moved by: S. Trosow

Seconded by: D. Ferreira

That Items 4.1 to 4.3 BE APPROVED.

Yeas: (4): S. Lewis, H. McAlister, S. Trosow, and D. Ferreira

Absent: (2): S. Stevenson, and Mayor J. Morgan

**Motion Passed (4 to 0)**

**4.1 Application - Issuance of Proclamation - Probus Month**

Moved by: S. Trosow

Seconded by: D. Ferreira

That based on the application dated August 15, 2023 from Probus Clubs of London; Probus Club of North London; Probus Club of South London; Mens Probus Club of London, Womens Probus Club of London, the month of October 2023 BE PROCLAIMED Probus Month.

**Motion Passed**

**4.2 Application - Issuance of Proclamation - Sikh Genocide Awareness Week**

Moved by: S. Trosow

Seconded by: D. Ferreira

That based on the application dated August 16, 2023 from the London Sikh Society, November 1 - 8, 2023 BE PROCLAIMED Sikh Genocide Awareness Week.

**Motion Passed**

**4.3 Application - Issuance of Proclamation - Sikh Heritage Month**

Moved by: S. Trosow

Seconded by: D. Ferreira

That based on the application dated August 7, 2023 from Guru Nanak Mission Society, April 2024 BE PROCLAIMED Sikh Heritage Month.

**Motion Passed**

**4.4 Application - Issuance of Proclamation - National British Home Child Day**

Moved by: S. Lewis

Seconded by: H. McAlister

That based on the application dated August 15, 2023 from Home Child Canada, September 28, 2023 BE PROCLAIMED National British Home Child Day.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential (Enclosed for Members only.)**

Moved by: S. Stevenson

Seconded by: D. Ferreira

That the corporate Services Committee convenes in Closed Session to consider the following:

**6.1 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations**

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.

Yeas: (5): S. Lewis, H. McAlister, S. Stevenson, S. Trosow, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

The Corporate Services Committee convenes in Closed Session from 12:15 PM to 12:20 PM.

**7. Adjournment**

Moved by: S. Stevenson

Seconded by: D. Ferreira

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 12:24 PM.



# Community and Protective Services Committee

## Report

14th Meeting of the Community and Protective Services Committee  
September 12, 2023

PRESENT: Councillors E. Pelozza (Chair), S. Stevenson, J. Pribil, C. Rahman, D. Ferreira

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillor S. Lewis; L. Livingstone; M. Butlin, C. Cooper, K. Dickins, A. Dunbar, M. Feldberg, M. Hefferton, A. Job, E. Ling, S. Mathers, N. Musicco, T. Pollit and C. Smith

Remote Attendance: E. Bennett, S. Corman, D. Kramers, M. Schulthess and E. Skalski

The meeting was called to order at 4:02 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

#### 2.1 5th Report of the Accessibility Community Advisory Committee

Moved by: C. Rahman

Seconded by: J. Pribil

That the 5th Report of the Accessibility Community Advisory Committee, from its meeting held on August 24, 2023, BE RECEIVED.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

### 3. Scheduled Items

#### 3.1 Business Licensing By-law Amendment to Schedule 2 Adult Entertainment Body-Rub Parlour - 609 Clarke Road

Moved by: S. Stevenson

Seconded by: C. Rahman

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the revised attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend By-law No. L.-131-16, being "A by-law to provide for the Licensing and Regulation of Various Businesses" to reduce the number of Adult Entertainment Body-rub Parlour Owner licences authorized under this By-law from six (6) to five (5) and to delete "Map 6 – 609 Clarke Road" from Schedule 2A of the By-law;

it being pointed out that M. Walker made a verbal presentation at the public participation meeting held in conjunction with this matter. (2023-C01)

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Stevenson

Seconded by: C. Rahman

Motion to open the public participation meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Stevenson

Seconded by: C. Rahman

Motion to close the public participation meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

### 3.2 Vehicle for Hire By-law - Amendments/Information Report

Moved by: C. Rahman

Seconded by: S. Stevenson

That the following actions be taken with respect to the staff report, dated September 12, 2023, related to the Vehicle for Hire By-law:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend By-law No. L.-130-71, being the Vehicle for Hire By-law, including increasing the vehicle age limit requirements of all zero emission vehicles and hybrid gas-electric vehicles and accessible vehicles;

b) the above-noted staff report BE RECEIVED; and,

c) the Civic Administration BE DIRECTED to report back at a future meeting of the Community and Protective Services Committee with respect to: increasing the age of gas powered vehicles in service from 10 to 12 years, report back on concerns of increasing the age limit requirements of all zero emission vehicles, hybrid gas-electric vehicles and accessible vehicles from 12 years to 15 years and other concerns raised during the public participation meeting (ie. vehicle inspection frequency, the consideration of forming a vehicle for hire task force and an environmental scan of other municipalities related to vehicle inspection frequency, including a specific inspection schedule directly related to age of vehicle and all regulations related to the age of a vehicle;

it being noted that the communication, as appended to the Added Agenda, from K. Al Tarhuni, Mygreen Taxi, with respect to this matter, was received;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- G. Tabidi;
- F. Bander;
- K. Al Tarhuni;
- M. Abbasey;
- H. Savehilaghi;
- Paul;
- M. Wni; and,
- Y. Fekre. (2023-C01)

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: C. Rahman

Seconded by: S. Stevenson

Motion to open the public participation meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Stevenson

Seconded by: J. Pribil

Motion to close the public participation meeting.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Stevenson

Seconded by: C. Rahman

Motion to refer the staff report, dated September 12, 2023, with respect to the Vehicle for Hire By-law, back to the Civic Administration.

Nays: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Failed (0 to 5)**

#### **4. Items for Direction**

##### **4.1 Community and Neighbourhood Safety and Security Concerns Options for Agencies, Staff, Volunteers and those Accessing Services**

Moved by: S. Stevenson

Seconded by: J. Pribil

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated September 12, 2023, related to Options to Address Safety and Security Concerns:

- a) the above-noted staff report BE RECEIVED;
- b) a one-time funding allocation of up to \$174,210 from the Social Services Reserve Fund for London Cares Homeless Response Services to support security services for 602 Queens Avenue and 448 Horton Street locations BE AUTHORIZED AND APPROVED;
- c) the additional programs identified to support safety and security in the Old East Village area, including additional Coordinated Informed Response programming and street cleaning to be accommodated within existing Housing Stability Services budgets BE ENDORSED; and,
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter;
- e) detailed services and cost breakdown for the one-time funding of \$174,210 BE PROVIDED prior to the Municipal Council meeting of September 26, 2023;

it being noted that the Community and Protective Services Committee received communications from the following individuals with respect to this matter:

- M. McMahon, Thames Valley Family Health Team;
- D. Wiseman, London Health Sciences Centre;
- B. Mitchell and L. Sibley, Canadian Mental Health Association;
- C. Lazenby, Unity Project;
- J. DeActis, The Salvation Army Centre of Hope;
- S. Courtice, London InterCommunity Health Centre;
- M. McIntosh, Regional HIV/AIDS Connection; and,
- Sister M. Ritchie, Sisters of St. Joseph. (2023-S14)

Additional Votes:

Moved by: S. Stevenson

Seconded by: J. Pribil

Motion to approve part c) of the clause.

Yeas: (4): E. Pelozza, S. Stevenson, J. Pribil, and C. Rahman

Nays: (1): D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (4 to 1)**

Moved by: S. Stevenson

Seconded by: J. Pribil

Motion to approve parts a), b), d) and e) of the clause.

Yeas: (5): E. Pelozza, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

## 5. Deferred Matters/Additional Business

5.1 (ADDED) Request for Funding for Soil Remediation - Vision SoHo (West Block)

Moved by: C. Rahman  
Seconded by: E. Pelosa

That the following actions be taken with respect to the request from members of the Vision SOHO Alliance for funding for soil remediation; it being noted that a conditional grant of \$13,876,000 was approved by Council on August 3, 2022 for the Vision SOHO Alliance to provide up to 400 affordable housing units:

a) an increase to the conditional grant BE APPROVED, with the amount of such increase to be determined by the Deputy City Manager, Planning and Economic Development and not to exceed \$3,900,000 and the approval of the increase is subject to the following conditions:

i) the members of the Vision SOHO Alliance, working with the Deputy City Manager, Planning and Economic Development or designate to establish a final value and volume for the removal and disposal of unsuitable soils at the Zerim Development Corporation, The Chelsea Green Home Society, Homes Unlimited (London) Inc. and London Affordable Housing Foundation development sites;

ii) the submission and approval of updated proformas from members of the Vision SOHO Alliance;

iii) the members of the Vision SOHO Alliance commit to filling up to 50 additional units from the City's waiting lists;

iv) the members of the Vision SOHO Alliance providing all engineering reports and/or technical analysis related to the removal and disposal of unsuitable soils for review and acceptance by the City; and,

v) the provision of a strategy for the distribution of the funding and additional waitlist units between the Vision SOHO members;

b) subject to the conditions above, the Deputy City Manager, Planning and Economic Development BE AUTHORIZED to enter into the previously approved Contribution Agreements with the affected members of the Vision SOHO Alliance and once the amount of the increase to the grant is determined, amend the Contribution Agreements to support the increased conditional grant as the Deputy City Manager, Planning and Economic Development deems appropriate;

c) the source of financing for this request BE APPROVED as capital project SH3000 (Municipal Housing Division's approved Roadmap to 3,000 Units funding), noting that Finance Supports confirms there is sufficient budget in this capital project to support this request, and also support the original \$13,876,000 grant, as noted in clause a), above;

it being noted that the communication, dated August 24, 2023, from G. Playford, with respect to this matter, was received. (2023-E05)

Yeas: (5): E. Pelosa, S. Stevenson, J. Pribil, C. Rahman, and D. Ferreira

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: D. Ferreira  
Seconded by: J. Pribil

Motion to move in camera for advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to this matter.

Yeas: (2): J. Pribil, and D. Ferreira

Nays: (3): E. Pelosa, S. Stevenson, and C. Rahman

Absent: (1): Mayor J. Morgan

**Motion Failed (2 to 3)**

**6. Adjournment**

The meeting adjourned at 6:56 PM.

## Appendix "A"

Bill No. \_\_\_\_\_  
2023

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

A by-law to provide for the Licensing and Regulation of Various Businesses.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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 the *Municipal Act, 2001* or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

AND WHEREAS the Municipal Council for The Corporation of the City of London considers it necessary and desirable for the public to exercise its licensing powers for the purposes of:

- (a) Health and safety including health and safety of service providers and consumers and patrons; and/or
- (b) Nuisance control; and/or
- (c) Consumer protection; and/or
- (d) Suppressing conditions conducive to crime;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Municipal Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence and prescribe operational standards to be imposed on licensees, including without limitation operational standards such as signage requirements, advertising requirements, hours of operation and records that are to be kept by licensees and the form and content thereof, are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons:

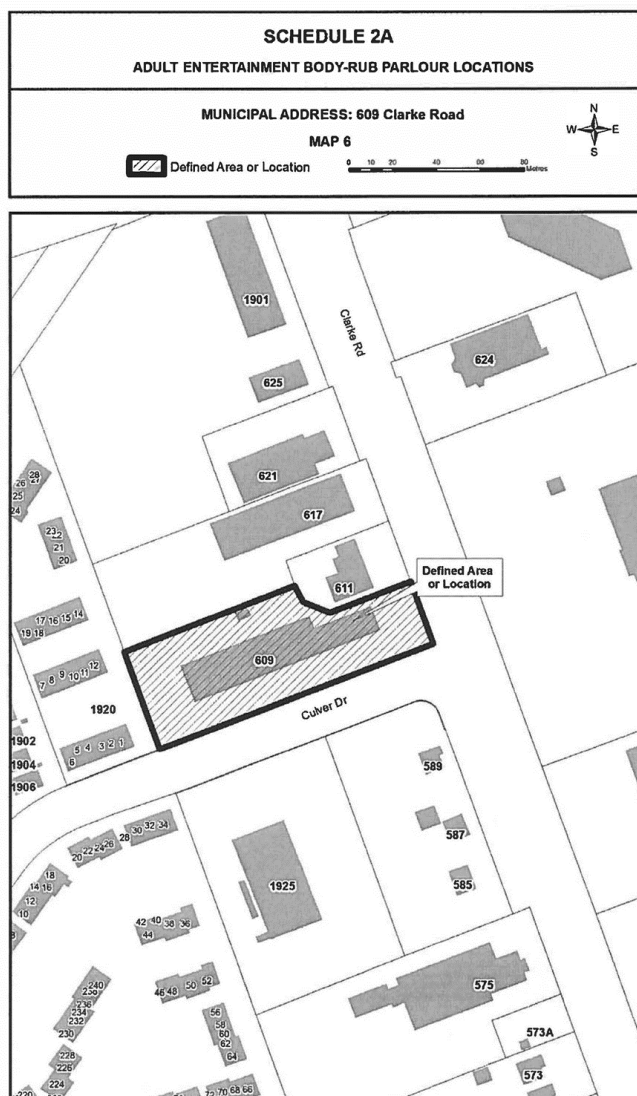
- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts the following amendments to the Business Licensing By-law:

### **Schedule 2 – Adult Entertainment Body-Rub Parlour**

Delete Map 6 from Schedule 2A – Adult Entertainment Body-Rub Locations (see below)

**DELETE**: MUNICIPAL ADDRESS: 609 Clarke Road - MAP 6





#### **4.0 LIMITATION ON NUMBER OF LICENCES**

Amend section 4.1 of Schedule 2 of the Licensing By-law by replacing the existing sentence with the following:

- 4.1 Subject to section 4.2 the total number of Adult Entertainment Body-Rub Parlour Owner licences authorized under this By-law is limited to five (5), and not more than one (1) licence shall be issued with respect to each defined area or location shown on Schedule 2A of this By-law.

# Civic Works Committee

## Report

The 13th Meeting of the Civic Works Committee  
September 12, 2023

PRESENT: Councillors C. Rahman (Chair), H. McAlister, P. Cuddy, S. Trosow, P. Van Meerbergen

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors D. Ferreira, J. Pribil; J. Dann, K. Dawtrey, A. Job, D. MacRae, K. Mason, A. Rammeloo, K. Scherr, J. Stanford

Remote Attendance: E. Bennett, S. Corman, D. Freeman, E. Skalski, L. Stewart

The meeting was called to order at 12:00 PM.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

Moved by: P. Cuddy

Seconded by: H. McAlister

That items 2.1 to 2.3 BE APPROVED.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

### Motion Passed (5 to 0)

#### 2.1 2024 Stormwater Management Remediation Project - Consultant Award

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 12, 2023, related to the 2024 Stormwater Management Remediation Project Consultant Award:

a) AECOM Canada Ltd. BE APPOINTED consulting engineers in the amount of \$125,345.00, including contingency (excluding HST), in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;

b) the financing for the project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2023-E03)

2.2 RFT-2023-224 Removal and Management of Hazardous & Special Products

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated September 12, 2023, related to the Request for Tender (RFT-2023-144) for the Removal and Management of Hazardous and Special Products:

- a) the tender submitted by GFL Environmental Services Inc., 203 Lottridge Street, Hamilton, Ontario, L8L 6W1, for Removal and Management of Hazardous and Special Products BE ACCEPTED at their tendered unit rates including the optional additional unit rates (excluding HST) listed in Appendix A; it being noted that this is being reported as an irregular tender result as per the Procurement of Goods and Services Policy Section 8.10 (a) as the annual estimated net cost of approximately \$360,000.00 (net of Producer Responsibility Organization funding) of the lowest compliant tender exceeds the 2023 Council approved budget amount for this service;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work; and,
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or having a purchase order, or contract record relating to the subject matter of this approval. (2023-E05)

2.3 SS-2023-233 Single Source Purchase of Cured In Place Pipe (CIPP) Lining Trailer

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated September 12, 2023, related to SS-2023-233 Single Source Purchase of Cured in Place Pipe (CIPP) Lining Trailer:

- a) approval BE GIVEN to execute a single source purchase as per section 14.4 (d) and (e) of the City of London's Procurement of Goods and Services Policy;
- b) the single source negotiated price BE ACCEPTED to purchase one 2024 Bravo Aluminum Star Cargo Trailer for a total estimated price of \$108,099.83 (excluding HST), from Bluewater Trailer Sales Ltd., 940 Wright Street, Strathroy ON N7G 3H8;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(d)(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the financing for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2023-E09)

**3. Scheduled Items**

None.

**4. Items for Direction**

- 4.1 9th Report of the Integrated Transportation Community Advisory Committee

Moved by: H. McAlister  
Seconded by: C. Rahman

That the following actions be taken with respect to the 9th Report of the Integrated Transportation Community Advisory Committee, from its meeting held on August 16, 2023:

- a) the attached presentation, with respect to the Mobility Master Plan, BE RECEIVED by the Civic Works Committee for their consideration; and,
- b) the London Transit Commission BE REQUESTED to provide the following information to the Integrated Transportation Community Advisory Committee:
  - i) provision of transit services;
  - ii) current Service Plan (Conventional and Special);
  - iii) criteria of provision of transit services in new subdivisions;
  - iv) areas and subdivisions in London where no transit services are available;
  - v) zero emission bus fleet implementation and rollout plan;
  - vi) when Londoners may see the first group of zero emission buses on the roads; and,
  - vii) how many buses and which routes will be used in the pilot project; and,
- c) clauses 1.1, 3.1, 3.2, 3.3 and 3.4 BE APPROVED.

it being noted that the delegation request from R. Buchal with respect to this matter, was received.

Yeas: (3): C. Rahman, H. McAlister, and S. Trosow

Nays: (2): P. Cuddy, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

**Motion Passed (3 to 2)**

Additional Votes:

Moved by: S. Trosow  
Seconded by: H. McAlister

That pursuant to the Council Procedure By-law, the delegate BE PERMITTED to speak an additional 5 minutes with respect to this matter.

Yeas: (5): C. Rahman, H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: P. Van Meerbergen  
Seconded by: P. Cuddy

That the Integrated Transportation Community Advisory Committee (ITCAC) BE THANKED, and the ITCAC Presentation, BE RECEIVED with no further action be taken.

Yeas: (2): P. Cuddy, and P. Van Meerbergen

Nays: (3): C. Rahman, H. McAlister, and S. Trosow

Absent: (1): Mayor J. Morgan

**Motion Failed (2 to 3)**

**5. Deferred Matters/Additional Business**

None.

**6. Confidential**

Moved by: S. Trosow

Seconded by: H. McAlister

That the Civic Works Committee convene In Closed Session for the purpose of considering the following:

**6.1 Litigation/Potential Litigation/Solicitor-Client Privilege/ Confidential Information Supplied by Canada/Province/Territory/Crown Agency of Same**

A matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Yeas: (4): H. McAlister, P. Cuddy, S. Trosow, and P. Van Meerbergen

Absent: (2): C. Rahman, and Mayor J. Morgan

**Motion Passed (4 to 0)**

The Civic Works Committee convened In Closed Session from 12:45 PM to 12:50 PM.

**7. Adjournment**

The meeting adjourned at 12:51 PM.

# Strategic Priorities and Policy Committee

## Report

22nd Meeting of the Strategic Priorities and Policy Committee  
September 19, 2023

PRESENT: Mayor J. Morgan (Chair), Councillors H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, S. Hillier

ALSO PRESENT: L. Livingstone, A. Barbon, S. Corman, K. Dickins, D. Escobar, M. Feldberg, S. Mathers, J. McGonigle, H. McNeely, J. Paradis, K. Scherr, M. Schulthess, E. Skalski

Remote Attendance: E. Bennett, B. Card, G. Clark, M. Goldrup, L. Marshall

The meeting is called to order at 4:02 PM; it being noted that Councillors P. Van Meerbergen, E. Pelozza (after 7:10 PM) and S. Hillier were in remote attendance

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

Moved by: A. Hopkins

Seconded by: E. Pelozza

That, pursuant to section 27.6 of the Council Procedure By-law, a change in order of the Strategic Priorities and Policy Committee Agenda BE APPROVED, to provide for Item 5.1 in Stage 5, Appointment to the London Hydro Board of Directors, to be considered after Stage 6, Confidential.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

Absent: (2): P. Van Meerbergen, and S. Hillier

**Motion Passed (13 to 0)**

### 2. Consent

Moved by: S. Lehman

Seconded by: P. Cuddy

That Consent Items 2.3 to 2.6 BE APPROVED.

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, and D. Ferreira

Absent: (1): S. Hillier

**Motion Passed (14 to 0)**

2.3 4th Report of the Governance Working Group

Moved by: S. Lehman  
Seconded by: P. Cuddy

That the following actions be taken with respect to the 4th Report of the Governance Working Group from its meeting held on August 28, 2023:

- a) the City Clerk BE DIRECTED to undertake the following with respect to the Electronic (Remote) Participation of Members of Council at Council and Standing Committee Meetings:
  - i) report back to the next Governance Working Group with an additional draft policy that incorporates additional edits, including the following:
    - A) the requirement to have cameras active;
    - B) specific requirements for confidential participation including cameras and headset usage;
    - C) clarification of the expectation for voting Members to attend meetings in person, rather than remote participation; requirement for voting Members to provide advance notice to the City Clerk and Chair of the committee, including reasons for remote participation;
    - D) consideration of a threshold for in person attendance at meetings;
  - ii) a draft administrative policy, for the information of Council, with respect to the participation of staff and the public for hybrid meetings;
- b) the matter of a Ward Boundary Review BE REFERRED back to the Civic Administration in order to report back to a special meeting of the Governance Working Group, to be scheduled the week of September 11, with respect to a revised Terms of Reference to support the various options, as outlined in the report dated August 28, 2023, including consideration of future growth with the intent that any ward boundary changes will be relevant for the next three elections, inclusive of student population data and additional data points that may be applicable, as well as additional detail related to deliverables;
- c) clauses 1.1 and 5.1 BE RECEIVED for information.

**Motion Passed**

2.4 6th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: S. Lehman  
Seconded by: P. Cuddy

That the 6th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, from its meeting held on August 10, 2023 BE RECEIVED for information.

**Motion Passed**

2.5 Education and Training Session Special Meeting

Moved by: S. Lehman  
Seconded by: P. Cuddy

That, the following actions be taken with respect to an education and training session with the Integrity Commissioner for the City of London:

- a) that pursuant to section 2.6 of the Council Procedure By-law, a change in meeting location from Council Chambers to the Civic Gardens

Complex on September 28, 2023 from 10:00 AM to 2:00 PM BE APPROVED; and

b) that the Municipal Council convene In Closed Session pursuant to s.239(3.1) of the *Municipal Act, 2001* for the specific purpose of Council Member training and education by the Integrity Commissioner for the Corporation of the City of London, on September 28, 2023, at the location and time noted in clause a).

**Motion Passed**

2.6 (ADDED) London's Approved Housing Accelerator Fund

Moved by: S. Lehman

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the report BE RECEIVED for information.

**Motion Passed**

**3. Scheduled Items**

None.

**4. Items for Direction**

4.1 City Manager, Recruitment and Selection Process

Moved by: C. Rahman

Seconded by: P. Cuddy

That, in consultation with the Mayor, and on the recommendation of the Deputy City Manager, Enterprise Supports and Director, People Services, the following actions be taken with respect to the City Manager recruitment and selection process:

a) the staff reported dated September 19, 2023, related to the City Manager recruitment and selection process, BE RECEIVED for information;

b) the Recruitment and Selection Plan for the new City Manager contained in the above-noted report, BE ENDORSED; and

c) that the following Council Members BE APPOINTED to the Recruitment and Selection Committee:

Councillor Lewis

Councillor Rahman

Councillor Pribil

Councillor Stevenson

Councillor Lehman

Mayor Morgan

it being noted that the Strategic Priorities and Policy Committee will be interviewing candidates before Council endorsement.



Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (1): S. Trosow

**Motion Passed (14 to 1)**

### **Election**

Appointment to the Recruitment and Selection Committee

**Shawn Lewis (20.00 %):**J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Franke, D. Ferreira, C. Rahman

**Susan Stevenson (13.33 %):**J. Morgan, A. Hopkins, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman

**Jerry Pribil (14.67 %):**S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, D. Ferreira, C. Rahman

**Sam Trosow (5.33 %):**H. McAlister, S. Trosow, S. Franke, D. Ferreira

**Corrine Rahman (18.67 %):**J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Franke, D. Ferreira, C. Rahman

**Steve Lehman (17.33 %):**J. Morgan, A. Hopkins, S. Lewis, S. Hillier, E. Pelozza, P. Van Meerbergen, S. Lehman, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, S. Franke, C. Rahman

**Skylar Franke (10.67 %):**J. Morgan, A. Hopkins, S. Lewis, E. Pelozza, H. McAlister, S. Trosow, S. Franke, D. Ferreira

**Conflict (0):** None

**Majority Winner: Shawn Lewis; Corrine Rahman; Steve Lehman; Jerry Pribil; Susan Stevenson**

#### 4.2 Consideration of Appointment to the London and Middlesex Community Housing Board of Directors (Requires 1 Member)

Moved by: H. McAlister

Seconded by: S. Lewis

That the following actions be taken with respect to the appointment to the London and Middlesex Community Housing Board of Directors:

a) Kathleen Savoy BE APPOINTED to the London and Middlesex Community Housing Board of Directors as a Second Class Tenant Member for the term ending December 31, 2024; and,

b) the attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to ratify and confirm the Resolution of the Shareholder of the London and Middlesex Community Housing;

it being noted that the Strategic Priorities and Policy Committee received a communication dated September 1, 2023 from Councillor H. McAlister, Board of Directors, London and Middlesex Community Housing with respect to this matter.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

**2. Consent**

2.1 Development Charge Exemptions and Discounts

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions be taken:

- a) the report, entitled, 'Development Charge Exemptions and Discounts BE RECEIVED for information;
- b) the Civic Administration BE DIRECTED to incorporate funding requirements associated with statutory development charge exemptions and discounts into the 2024-2027 Multi-Year Budget, it being noted that adjustments may be made through the Annual Budget Update process as more experience is gained, including adjusting for any Provincial funding should it be received; and
- c) the Mayor and Councillor Hopkins will continue advocacy on this matter through both AMO and OBCM.

it being noted that the communication as appended to the Added Agenda, from C. Butler, with respect to this matter, was received.

**Motion Passed**

**ADDITIONAL VOTES:**

Moved by: S. Trosow

Seconded by: A. Hopkins

Motion to add a new part c) that the Mayor and Councillor Hopkins will continue advocacy on this matter through both AMO and OBCM.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

Moved by: S. Lewis

Seconded by: E. Pelozza

The recommendation as amended, BE APPROVED.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

2.2 Municipal Accommodation Tax - Tourism London Annual Report

Moved by: S. Trosow

Seconded by: P. Cuddy

That on the recommendation of the Deputy City Manager, Planning and Economic Developments, Tourism London's report on the expenditures of Municipal Accommodation Tax revenues BE RECEIVED for information.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

**6. Confidential (Enclosed for Members only.)**

Moved by: P. Cuddy

Seconded by: A. Hopkins

That the Strategic Priorities and Policy Committee convenes in Closed Session to consider the following:

**6.1 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice**

A matter pertaining to a personal matter about an identifiable individual, including municipal or local board employees, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose, related to appointments to the London Hydro Board of Directors.

**6.2 Personal Matters/Identifiable Individuals**

A matter pertaining to an identifiable individual(s).

**6.3 Personal Matters/Identifiable Individuals**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

The Strategic Priorities and Policy Committee convene in Closed Session from 5:36 PM to 6:48 PM.

Moved by: E. Pelosa

Seconded by: D. Ferreira

That the Committee recess at this time.

**Motion Passed**

The Council recesses at 6:52 PM and reconvenes at 7:17 PM.

**5. Deferred Matters/Additional Business**

**5.1 Consideration of Appointments to the London Hydro Board of Directors (Requires 2 Members)**

Moved by: S. Lehman

Seconded by: P. Van Meerbergen

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

a) Tim Watson and Tracy Gustafson BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,

b) the attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.

Yeas: (13): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (2): S. Stevenson, and S. Trosow

**Motion Passed (13 to 2)**

**ADDITIONAL VOTES:**

Moved by: S. Trosow

Seconded by: S. Stevenson

That the following actions be taken with respect to appointments to the London Hydro Board of Directors:

a) Tim Watson and Cedric Gomes BE APPOINTED to the London Hydro Board of Directors as First Class Members for the term ending the close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024; and,

b) the attached proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to ratify and confirm the Resolution of the Shareholder of London Hydro Inc.

it being noted that the Strategic Priorities and Policy Committee made this recommendation at its meeting on July 19, 2023.

Yeas: (4): S. Stevenson, J. Pribil, S. Trosow, and A. Hopkins

Nays: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

**Motion Failed (4 to 11)**

Moved by: S. Trosow

Seconded by: S. Stevenson

That the appointments to the London Hydro Board of Directors BE REFERRED to a future meeting of Strategic Priorities and Policy Committee to conduct interviews for the seven candidates as noted on the agenda.

Yeas: (4): S. Stevenson, S. Trosow, A. Hopkins, and D. Ferreira

Nays: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, S. Franke, E. Pelozza, and S. Hillier

**Motion Failed (4 to 11)**

5.2 (ADDED) Proposed London Hydro and Newco Affiliate

Moved by: P. Cuddy

Seconded by: A. Hopkins

That, on the recommendation of the City Manager with the concurrence of the Deputy City Manager, Finance Supports and the Deputy City Manager, Legal Services, the following actions be taken:

- a) the report dated September 19, 2023, titled “Proposed London Hydro and Newco Affiliate” BE RECEIVED; and,
- b) no further steps BE TAKEN with respect to the incorporation of a retail affiliate for London Hydro Inc.

Yeas: (15): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelosa, D. Ferreira, and S. Hillier

**Motion Passed (15 to 0)**

### 5.3 (ADDED) 5th Report of the Governance Working Group

Moved by: S. Lewis

Seconded by: J. Morgan

That the following actions be taken with respect to the 5th Report of the Governance Working Group from its meeting held on September 11, 2023:

a) the following actions be taken with respect to the 2023 Ward Boundary Review Process:

i) the report dated September 11, 2023, entitled “2023 Ward Boundary Review Process – Terms of Reference”, BE RECEIVED for information;

ii) the Civic Administration BE DIRECTED to bring forward the amended Terms of Reference, with the inclusion of a target to strive for no greater than 15% population variance and consideration of ward naming conventions, for adoption at the October 17, 2023 Council meeting;

iii) the Civic Administration BE DIRECTED to undertake a competitive procurement process to retain an independent third-party consultant to initiate Option 1 as the preferred option of Municipal Council and under the adopted Terms of Reference for the City of London;

iv) that matters regarding governance and compensation be referred back to a future Governance Working Group (GWG), as related to deferred items; Remuneration of Elected Officials and Appointed Citizen Members, Training and Onboarding Process for New Council, Selection Process Policy for Appointing Members to Committees, Civic Boards, and Commissions (as it relates to Council), and it being noted that as previously directed by GWG Chair Lewis & Vice Chair Franke have been collecting data on workloads and council job description reflecting the workload, as appended to the agenda, for further deliberation and discussion; and

b) clause 1.1 BE RECEIVED for information.

**Motion Passed**

#### **ADDITIONAL VOTES:**

Moved by: S. Lewis

Seconded by: J. Morgan

Motion TO APPROVE Governance Working Group recommendation, except part a ii) and iii).

Yeas: (14): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

**Motion Passed (14 to 0)**

Moved by: S. Lewis

Seconded by: J. Morgan

Motion TO APPROVE Governance Working Group recommendation parts a ii) and iii).

Yeas: (11): J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, C. Rahman, and A. Hopkins

Absent: (1): E. Pelozza

**Motion Passed (11 to 3)**

5.4 (ADDED) 7th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Moved by: P. Cuddy

Seconded by: H. McAlister

That the 7th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee from its meeting held on September 14, 2023 BE RECEIVED.

Yeas: (13): J. Morgan, H. McAlister, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, D. Ferreira, and S. Hillier

Absent: (2): S. Lewis, and E. Pelozza

**Motion Passed (13 to 0)**

**7. Adjournment**

Moved by: S. Stevenson

Seconded by: C. Rahman

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:20 PM.

Bill No.  
2023

By-law No. A.-

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.

WHEREAS London & Middlesex Community Housing Inc. is incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16 (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London & Middlesex Community Housing Inc.;

AND WHEREAS Subsection 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 Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. for the fiscal year ended December 31, 2022, attached as Schedule “1” are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

**SCHEDULE “1”  
LONDON & MIDDLESEX COMMUNITY HOUSING INC.  
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolution, signed by the sole shareholder of the Corporation entitled to vote thereon, is hereby passed pursuant to the Act:

**ELECTION OF DIRECTORS**

WHEREAS pursuant to the Declaration of the Sole Shareholder, the board of directors of the Corporation shall consist of eleven directors, eight of which shall be composed of various classes of directors, each serving for a three-year term, the ninth, tenth and eleventh members of the fourth class shall serve as the representatives of the municipal council of The Corporation of the City of London and The Corporation of the County of Middlesex;

AND WHEREAS the terms of the directors that are members of the second class expire at the annual meeting of shareholders held in 2018 pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder;

NOW THEREFORE BE IT RESOLVED THAT:

- Each of the following persons, being directors that are members of the first class pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **elected** as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Director</u>	<u>Term</u>
Second	Kathleen Savoy	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024

**CONFIRMATION OF CONTINUING TERMS**

- Each of the following persons, being directors that are members of the first, second, third and fourth class, as provided for below, pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **confirmed** as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Director</u>	<u>Term</u>
First	John Corboy	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
First	Philip Squire	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024



<u>Class</u>	<u>Director</u>	<u>Term</u>
Second	Shellie Chowns	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
Third	Cara Awcock (Tenant)	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Third	Gary Bezaire	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Fourth	Councillor Hadleigh McAlister	The term ending November 14, 2026
Fourth	Councillor Shawn Lewis	The term ending November 14, 2026
Fourth	Colin Grantham (County of Middlesex)	The term ending November 14, 2026

**APPOINTMENT OF AUDITORS**

4. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The Corporation of the City of London

By: \_\_\_\_\_  
Name: Josh Morgan  
Title: Mayor

By: \_\_\_\_\_  
Name: Michael Schulthess  
Title: City Clerk

Bill No.  
2023

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

A by-law to ratify and confirm the Resolutions  
of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the  
*Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act*  
provides that a resolution in writing dealing with all matters required by this Act to be  
dealt with at a meeting of shareholders, and signed by all the shareholders or their  
attorney authorized in writing entitled to vote at the meeting, satisfies all the  
requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole  
shareholder of London Hydro Inc.;

AND WHEREAS Subsection 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 Subsection 5(3) of the *Municipal Act, 2001* provides that  
a municipal power shall be exercised by by-law;

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

1. The Resolutions of the Shareholder of London Hydro Inc., attached as  
Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual  
Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed subject to the  
provisions of PART VI.1 of the *Municipal Act, 2001* .

PASSED in Open Council on the 26th day of September, 2023 subject to  
the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

## SCHEDULE "1"

### LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

#### **ELECTION OF DIRECTORS**

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2023 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<b><u>Class</u></b>	<b><u>Name of Director</u></b>	<b><u>Term</u></b>
First	Tim Watson	the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024
First	Tracy Gustafson	the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024

#### **CONFIRMATION OF CONTINUING TERMS**

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<b><u>Class</u></b>	<b><u>Name of Director</u></b>	<b><u>Term</u></b>
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2026 for the financial year ending December 31, 2025

<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Third	Andrew Hrymak	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Third	Tania Goodine	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023.
Fourth	Corrine Rahman	the term ending November 14, 2026

### **APPOINTMENT OF AUDITORS**

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

#### **The Corporation of the City of London**

By: \_\_\_\_\_  
Name: Josh Morgan  
Title: Mayor

By: \_\_\_\_\_  
Name: Michael Schulthess  
Title: City Clerk

# Planning and Environment Committee Report

14th Meeting of the Planning and Environment Committee  
September 11, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy and J. Pribil; J. Adema, M. Corby, B. House, A. Hovius, A. Job, P. Kokkoros, S. Mathers, H. McNeely, N. O'Brien, B. O'Hagan, M. Pease and S. Wise

Remote attendance: Councillor S. Stevenson; I. Abushehada, S. Corman, P. Kavcic and E. Skalski

The meeting is called to order at 4:00 PM; it being noted that Councillor S. Hillier was in remote attendance.

## 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

## 2. Consent

Moved by: S. Franke

Seconded by: A. Hopkins

That Items 2.1 to 2.3, inclusive, BE APPROVED.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins, S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

### 2.1 Building Division Monthly Report - May 2023

Moved by: S. Franke

Seconded by: A. Hopkins

That the Building Division monthly report for the month of May, 2023 BE RECEIVED for information. (2023-A23)

**Motion Passed**

### 2.2 Building Division Monthly Report - June 2023

Moved by: S. Franke

Seconded by: A. Hopkins

That the Building Division monthly report for the month of June, 2023 BE RECEIVED for information. (2023-A23)

**Motion Passed**

### 2.3 9th Report of the Ecological Community Advisory Committee

Moved by: S. Franke

Seconded by: A. Hopkins

That the 9th Report of the Ecological Community Advisory Committee BE RECEIVED for information. (2023-C04)

**Motion Passed**

**3. Scheduled Items**

3.1 2908 Dundas Street (Z-9627)

Moved by: S. Franke  
Seconded by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by 2908 Dundas Street Holdings Inc., relating to the property located at 2908 Dundas Street, the proposed by-law appended to the staff report dated September 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Holding Light Industrial (h-17\*LI1) Zone TO a Holding Light industrial Special Provision (h-17\*LI1/LI6(\_)) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- A. Richards, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Light Industrial Place Type and Key Directions; and,
- the recommended amendment facilitates the development of industrial lands within the Built Area Boundary with an appropriate form of development; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: A. Hopkins  
Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Franke  
Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins, S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

### 3.2 447 Ashland Avenue (SPA23-074)

Moved by: S. Lewis  
Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street):

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street) to permit a new continuum-of-care facility:

- i) enquiring what the plan is for the empty field on Gleason Street; and,
- ii) enquiring what is proposed for the McCormick Factory as it is decaying and an eyesore; and,

b) the Approval Authority BE ADVISED that the Municipal Council supports issuing the Site Plan Application by Extendicare, relating to the property located at 447 Ashland Avenue (1156 Dundas Street);

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- E. Wittman, GSP Group; and,
- L. Longhurst;

it being further noted that the Municipal Council approves this application for the following reasons:

- the proposed Site Plan is consistent with the Provincial Policy Statement 2020, which directs growth to settlement areas and enhancing main streets;
  - the proposed Site Plan conforms to The Official Plan for the City of London 216 – The London Plan and the McCormick’s Secondary Plan including but not limited to the policies of the mid-rise residential designation;
  - the proposed Site Plan complies with the regulations of the Z.-1 Zoning By-law; and,
  - the proposed Site Plan meets the requirements of the Site Plan Control Area By-law; and,
- it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Franke

Seconded by: S. Hillier

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: A. Hopkins

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

### 3.3 1992 Fanshawe Park Road West (TZ-9636)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, based on the application by Southside Construction Management Ltd., relating to the property located at 1992 Fanshawe Park Road West, the proposed by-law appended to the staff report dated September 11, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), by extending the Temporary Use (T-45) Zone for a period not exceeding three (3) years;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- T. Whitney, Zelinka Priamo Ltd.;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the in-force policies of The London Plan and the Farmland Place Type policies; and,
- the recommended temporary use provides the portion of the subject property used for the golf driving range the opportunity reverted back to agricultural use should the lands be required for that purpose; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into



consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Franke

Seconded by: S. Lewis

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

#### 3.4 1515 Trossacks Avenue (Z-9632)

Moved by: S. Lewis

Seconded by: S. Lehman

That, the following actions be taken with respect to the application by Daniel Boyer c/o Polocorp Inc., relating to the property located at 1515 Trossacks Avenue:

a) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R9 (R9-3\*H21) TO a Residential R9 Special Provision (R9-3(\_)\*H21) Zone; and,

b) the Site Plan Approval Authority BE REQUESTED to consider the following item through the site plan process:

i) fencing and/or landscaping be provided along the perimeter of the site to ensure adequate buffering is maintained between the subject lands and adjacent residential properties;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- G. Saini, Polocorp Inc.;
- C. Melo;

- M. Zemes; and,
- E. Cartwright;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates the development of an underutilized site within the Built Area Boundary and Primary Transit Area with an appropriate form of infill development that provides choice and diversity in housing options; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (4): S. Lehman, S. Lewis, S. Franke, and S. Hillier

Nays: (1): A. Hopkins

Absent: (1): Mayor J. Morgan

**Motion Passed (4 to 1)**

Additional Votes:

Moved by: S. Lehman

Seconded by: S. Hillier

Motion to delete clause b) ii), which reads as follows:

"b) ii) removal of surface level parking to provide larger outdoor amenity space and a paratransit layby."

Yeas: (3): S. Lehman, S. Lewis, and S. Hillier

Nays: (2): A. Hopkins , and S. Franke

Absent: (1): Mayor J. Morgan

**Motion Passed (3 to 2)**

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**4. Items for Direction**

4.1 Council Resolution - Housing Accelerator Fund

Moved by: S. Lewis

Seconded by: S. Lehman

That clause b) of the Municipal Council resolution adopted at its meeting held on August 29, 2023, with respect to the Housing Accelerator Fund BE DEFERRED to a future Planning and Environment Committee meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**5. Deferred Matters/Additional Business**

None.

**6. Adjournment**

The meeting adjourned at 5:44 PM.

# Planning and Environment Committee

## Report

15th Meeting of the Planning and Environment Committee  
September 18, 2023

PRESENT: Councillors S. Lehman (Chair), S. Lewis, A. Hopkins, S. Franke, S. Hillier

ABSENT: Mayor J. Morgan

ALSO PRESENT: Councillors P. Cuddy, J. Pribil, C. Rahman and P. van Meerbergen; M. Corby, L. Dent, K. Edwards, D. Escobar, K. Gonyou, L. Maitland, S. Mathers, H. McNeely, K. Mitchener, N. O'Brien, B. O'Hagan, N. Pasato and M. Pease

Remote attendance: S. Corman, P. Kavcic, L. Marshall and E. Skalski

The meeting is called to order at 4:01 PM; it being noted that Councillor S. Hillier was in remote attendance.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

None.

### 3. Scheduled Items

#### 3.1 1588 Clarke Road

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, with respect to the demolition request for the heritage listed property located at 1588 Clarke Road:

- a) the Chief Building Official BE ADVISED that Municipal Council consents to the demolition of the built resources on the property;
- b) the property located at 1588 Clarke Road BE REMOVED from the Register of Cultural Heritage Resources; and,
- c) the property owner BE ENCOURAGED to commemorate the historic contributions of the Tackabury family in the future development of this property;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- A. Haasen, Sifton Properties Limited;
- L. Tackabury;
- G. Tackabury;
- C. de Hart; and,
- B. Johnson;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into

consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

3.2 Request to Remove Property from Register of Cultural Heritage Resources - 176 Piccadilly Street

Moved by: S. Lewis

Seconded by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the property located at 176 Piccadilly Street BE REMOVED from the Register of Cultural Heritage Resources;

it being pointed out that no action be taken with respect to the communication dated September 15, 2023 from A.M. Valastro, with respect to this matter;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-R01)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis  
Seconded by: S. Hillier

Motion to take no action with respect to the communication dated September 15, 2023 from A.M. Valastro.

Yeas: (3): S. Lehman, S. Lewis, and S. Hillier

Nays: (2): A. Hopkins , and S. Franke

Absent: (1): Mayor J. Morgan

**Motion Passed (3 to 2)**

Moved by: S. Franke  
Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Franke  
Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

3.3 3030 Singleton Avenue (Z-9640)

Moved by: A. Hopkins  
Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, based on the application by Schlegel Villages Incorporated, relating to the property located at 3030 Singleton Avenue, the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R5/R6/R7 (R5-5/R6-5/R7\*D100\*H30) Zone TO a Residential R5/R6/R7 Special Provision (R5-5/R6-5/R7( )\*D100\*H30) Zone;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- B. Rosser, on behalf of Schlegel Villages Incorporated;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Key Directions; and,
- the recommended amendment facilitates an appropriate land use within a new development in the Built Area Boundary; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Franke

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

#### 3.4 1208 Fanshawe Park Road East (Z-9539)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Masar Development Inc. (c/o Abdul Zaro), relating to the property located at 1208 Fanshawe Park Road East:

a) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan, for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-14) Zone TO a Residential R5 Special Provision (R5-7(\_)) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

- i) ensure consent to injure or remove boundary trees is provided by the applicant;
- ii) additional tree plantings will be required to compensate for loss of trees;
- iii) relocate and screen the garbage collection pad away from the shared amenity space and consider providing private outdoor amenity space at the rear of Building B;
- iv) retain the walkways from each stacked-townhouse unit entrance to Fanshawe Park Road East,
- v) consider consolidating walkways to minimize impermeable surfaces and provide a wider shared walkway connection to the sidewalk along Fanshawe Park Road East;
- vi) screen any surface parking exposed to a public street with enhanced all-season landscaping, including low landscape walls, shrubs, and street trees;
- vii) provide additional landscaping or other measures to mitigate noise and lights from Fanshawe Park Road for the basement units located within Building A; and,
- viii) include short-term public bicycle parking in the development;

it being noted that the Planning and Environment Committee received the following communication with respect to these matters:

- a communication dated September 15, 2023 from E. Kane;

it being pointed out that the following individual made a verbal presentation at the public participation meeting held in conjunction with this matter:

- J. McGuffin, Monteith Brown Planning Consultants;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates an infill development on an underutilized site and provides a broader range and mix of housing options within the area; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**



Additional Votes:

Moved by: A. Hopkins

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Hillier

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

3.5 3234-3274 Wonderland Road South (Z-9618)

Moved by: S. Lewis

Seconded by: S. Hillier

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Southside Construction Management Ltd., relating to a portion of the property located at 3234-3274 Wonderland Road South:

a) consistent with Policy 43\_1 of The London Plan, a portion of the subject lands, 3234 and 3274 Wonderland Road South, BE INTERPRETED to be located within the Shopping Area Place Type;

b) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM an Associated Shopping Area Special Provision (ASA8(17)) Zone and a holding Light Industrial (h-17\*LI1/LI7) TO an Associated Shopping Area Special Provision (ASA8(\_\_)) Zone;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:

i) ensure all landscaping fronting Wonderland Road S is designed and installed to create a strong built edge with a minimum depth of between 4.0 - 6.0 metres south of the proposed Wonderland Road South access, and that the enhanced landscaped area contemplate a forecourt element to accommodate parking spaces that are located immediately abutting the built edge landscape feature, which also provides for a pedestrian-oriented streetscape and an active street frontage, and the integration of a future Pad (Pad 10) that can be phased in over the life of the plan.

ii) ensure there is a robust pedestrian network throughout the site, linking the primary building entrances to each other and internal walkways through the parking lot with all crossing connected directly to sidewalks;

iii) locate the principal building entrances and transparent windows to face the public right-of-way to reinforce the public realm, establish an

- active frontage and provide for convenient pedestrian access;
- iv) provide individual unit entrances with walkways leading to the public sidewalks on Wonderland Road South;
- v) provide a minimum 40% of glazing along the intersection of the Wonderland Rd South and Bradley Ave facades;
- vi) reduce the amount of asphalt provided to the minimum amount required and provide additional landscaping to assist with stormwater management and reduce the heat island effect; and,
- vii) ensure the Transportation Impact Study has been updated to the satisfaction of the Transportation Division;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- H. Froussios, Zelinka Priamo Ltd.; and,
- K. Mazzone, Tesla Canada;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS), which encourages long-term economic prosperity to be supported by promoting opportunities for economic development and community investment-readiness (1.7.1.(a));
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendment conforms to the Wonderland Road Community Enterprise Corridor policies in the Southwest Area Plan (SWAP); and,
- the recommended amendment facilitates the development of a vacant site within the Built-Area Boundary with an appropriate form of development;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Lewis

Seconded by: S. Franke

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: A. Hopkins

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

3.6 1364-1408 Hyde Park Road (OZ-9635)

Moved by: S. Lewis

Seconded by: S. Franke

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by the City of London, relating to the property located at 1364-1408 Hyde Park Road:

a) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend the Official Plan for the City of London, 2016, to create a new specific policy area for the subject lands within the Neighbourhoods Place Type;

b) the proposed by-law appended to the staff report dated September 18, 2023 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on September 26, 2023 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR3) Zone TO a Special Provision R9 Residential (R9-7(\_)) and Open Space (OS1 and OS5) Zones;

c) the Site Plan Approval Authority BE REQUESTED to consider the following design issue through the site plan process:

i) include short-term public bicycle parking in the development;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- the staff presentation; and,
- the project brief from J. Smolarek, Siv-ik Planning/Design;

it being pointed out that the following individuals made verbal presentations at the public participation meeting held in conjunction with this matter:

- J. Smolarek, Siv-ik Planning/Design; and,
- M. Wallace, London Development Institute;

it being further noted that the Municipal Council approves this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the Neighbourhoods Place Type and Our Tools; and,
- the recommended amendment facilitates the development of housing on a greenfield site within a residential area; and,

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2023-D09)

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Additional Votes:

Moved by: S. Franke

Seconded by: S. Lewis

Motion to open the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

Moved by: S. Lewis

Seconded by: S. Franke

Motion to close the public participation meeting.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**4. Items for Direction**

None.

**5. Deferred Matters/Additional Business**

5.1 (ADDED) 10th Report of the Community Advisory Committee on Planning

Moved by: S. Franke

Seconded by: A. Hopkins

That, the following actions be taken with respect to the 10th Report of the Community Advisory Committee on Planning, from its meeting held on September 13, 2023:

a) the following actions be taken with respect to the Notice of Planning Application and Public Meeting, dated September 5, 2023, from B. Coveney, Planner, with respect to Official Plan and Zoning By-law Amendments related to Increasing the Number of Additional Residential Units to Permit Four Units as-of-right, City-Wide:

i) the Planner BE ADVISED that that the Community Advisory Committee on Planning (CACP) is supportive of the Official Plan and Zoning By-law Amendments, recognizing that Accessory Dwelling Units (ADUs) are a form of gentle density that help improve housing supply while maintaining the character of heritage neighbourhoods;

ii) the Planner BE ADVISED that the CACP recommends that definition of height in the Zoning By-Law for accessory buildings serving as ADUs be made more flexible as to not disincentivize any particular architectural roof styles (especially gable and hip roofs) versus flat roofs; and,

iii) the comments of the CACP, herein, BE FORWARDED to the Planner on the ADU file and to the Planning and Environment Committee in advance of their scheduled public participation meeting and to the

appropriate Planner for ReThink Zoning;

it being noted that the above-noted Notice of Planning Application and Public Meeting was received; and,

b) clauses 1.1, 3.1 to 3.3, inclusive, 3.5, 4.1, 5.1 to 5.3, inclusive, and clause 6.1 BE RECEIVED for information;

it being acknowledged that any and all oral and written submissions from the public, related to this application has been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

**6. (ADDED) Confidential**

6.1 Personal Matter/Identifiable Individual

Moved by: S. Lewis

Seconded by: S. Franke

That the Planning and Environment Committee convene, in Closed Session, for the purpose of considering the following:

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2024 Mayor's New Year's Honour List.

Yeas: (5): S. Lehman, S. Lewis, A. Hopkins , S. Franke, and S. Hillier

Absent: (1): Mayor J. Morgan

**Motion Passed (5 to 0)**

The Planning and Environment Committee convened, in Closed Session, from 5:48 PM to 5:51 PM.

**7. Adjournment**

The meeting adjourned at 5:53 PM.

Bill No. 334  
2023

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

A by-law to confirm the proceedings of the  
Council Meeting held on the 26<sup>th</sup> day of  
September, 2023.

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

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Land Tribunal is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the City of London are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 335  
2023

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

A by-law to establish the Self Insurance Reserve Fund and to repeal By-law No. A.-5929-208 being "A by-law to establish a reserve fund known as the Self Insurance Reserve Fund".

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS it is desirable to establish reserve funds to provide for Contingencies/Stabilization & Risk Management of The Corporation of the City of London and its Agencies, Boards and Commissions, as required;

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

1. A reserve fund is hereby established entitled the "Self Insurance Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be expended, pledged or applied only for the purposes of:
  - a) The funding of expenditures within the deductibles of any City insurance policies;
  - b) The funding of expenditures relative to claims in any area of risk that the City has decided to self-insure;
  - c) The funding of claims-related expenditures relative to amounts in excess of any City insurance policies;
  - d) The funding of expenditures for investigations, outside legal counsel, or adjusting costs relative to those items in (a), (b), or (c) above;
  - e) The funding of contracted actuarial reviews of reserve fund levels as required from time to time, or
  - f) The funding of additional insurance-related expenditures as approved by the Municipal Council.

The City Treasurer shall pay all sums required from this Reserve Fund on the direction of the Manager III, Risk Management or their designate in accordance only with items 2 (a) to (f) above.

3. Contributions to the Fund shall be deposited by the City Treasurer or designate and consist of:
  - i. Municipal Council approved tax supported multi-year budget contributions;
  - ii. Municipal Council approved annual surplus contributions, if any;

- iii. Any funds raised specifically for the Self Insurance Reserve Fund
- iv. Contributions in accordance with Council approved policies, if any; and
- v. Other non-tax supported contributions as approved by The City Treasurer, and/or Municipal Council.

4. The Manager III, Risk Management or designate may retain and instruct legal counsel on behalf of the City to protect and defend the City's interest with respect to claims falling under this by-law in accordance with the risk management policies of the Corporation.

6. The Manager III, Risk Management, or designate may settle or instruct legal counsel to settle claims falling under this by-law in accordance with the overall purposes of the reserve fund and the risk management practices of the Corporation.

7. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.

8. The City Treasurer, or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided that any earnings derived from the monies standing in the Fund shall be accrued to and form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended.

9. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

10. By-Law No. A.-5929-208 being "A by-law to establish a reserve fund known as the Self Insurance Reserve Fund", as amended, passed by Municipal Council on June 27, 2005, is hereby repealed.

11. This By-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023



Bill No. 336  
2023

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

A by-law to establish the London Police Service Reserve Fund and to repeal By-Law No. A.-6390-236 being "A by-law to establish the London Police Service Recruitment Reserve Fund".

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS it is desirable to establish reserve funds to provide for Contingencies/Stabilization & Risk Management of The Corporation of the City of London and its Agencies, Boards and Commissions, as required;

NOW THEREFORE the Municipal Council of The Corporation of the City of London, enacts the following:

1. A reserve fund is hereby established entitled the "London Police Service Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by the London Police Service Board to fund any initiatives that support Police Services, including tax supported budget contingencies to mitigate unforeseen events or one-time unanticipated revenue losses and expenses resulting in budgetary deficits or fluctuations in the Police budget. This Fund may also be utilized for operating or capital expenditures related to:
  - a. One-time initiatives/projects; or
  - b. Initiatives/projects that require a temporary source of financing not to exceed four years. Should the London Police Service Board wish to deliver an initiative/project on a permanent basis, transition plans must identify permanent sources of financing to commence no later than the fifth year.
3. Contributions to the Fund shall be deposited by the City Treasurer, Police Chief or designate and consist of:
  - i. Approved tax supported multi-year budget contributions;
  - ii. Approved annual surplus contributions, if any;
  - iii. Other non-tax supported contributions as approved by The London Police Service Board, or The City Treasurer, or Municipal Council.
4. The balance in the London Police Service Reserve Fund shall not exceed the established target. The target balance of this reserve fund, established by the City Treasurer in consultation London Police Services, is updated periodically as the City

updates its other reserve / reserve fund targets. London Police Services will consult with the City on appropriate action should the balance exceed the established target for this reserve fund.

5. Before any monies are expended from the Fund for the purposes outlined in section 2 of this by-law, the approvals of the Police Chief or their designate shall be given for expenses less than \$100,000 and, the approval of the London Police Service Board shall be given for expenses equal to or greater than \$100,000.

6. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.

7. The City Treasurer or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided that any earnings derived from the monies standing in the Fund shall be accrued to and form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended.

8. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

9. By-Law No. A.-6390-236 being “A by-law to establish the London Police Service Recruitment Reserve Fund”, passed by Municipal Council on July 27, 2009, is hereby repealed.

10. This By-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 337  
2023

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

A by-law to establish the Debt Substitution Reserve Fund.

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS it is desirable to establish reserve funds to provide for Contingencies/Stabilization & Risk Management of The Corporation of the City of London and its Agencies, Boards and Commissions, as required;

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

1. A reserve fund is hereby established entitled the "Debt Substitution Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by The Corporation of the City of London to reduce the amount of authorized but unissued tax supported debt as a source of financing in the capital plan or as a temporary funding source to manage fluctuations in debt servicing costs.
3. Contributions to the Fund shall be deposited by the City Treasurer or designate and consist of:
  - i. Municipal Council approved tax supported multi-year budget contributions;
  - ii. Municipal Council approved annual surplus contributions, if any;
  - iii. City Treasurer approved tax supported Assessment Growth contributions, if any;
  - iv. Contributions in accordance with Council approved policies, if any; and
  - v. Other non-tax supported contributions as approved by The City Treasurer, and/or Municipal Council.
4. The City Treasurer or designate is authorized to allocate approved debt substitution funds held in the reserve fund for the purposes outlined in section 2 of this by-law.
5. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.
6. The City Treasurer, or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided

that any earnings derived from the monies standing in the Fund shall be accrued to and form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended.

7. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

8. This By-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 338  
2023

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

A by-law to establish the Water Debt  
Substitution Reserve Fund.

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS it is desirable to establish reserve funds to provide for Contingencies/Stabilization & Risk Management of The Corporation of the City of London and its Agencies, Boards and Commissions, as required;

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

1. A reserve fund is hereby established entitled the "Water Debt Substitution Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by The Corporation of the City of London to reduce the amount of authorized but unissued rate supported debt as a source of financing in the Water capital plan or as a temporary funding source to manage fluctuations in debt servicing costs.
3. Contributions to the Fund shall be deposited by the City Treasurer or designate and consist of:
  - i. Municipal Council approved rate supported multi-year budget contributions;
  - ii. Municipal Council approved annual surplus contributions, if any;
  - iii. Contributions in accordance with Council approved policies, if any; and
  - iv. Other non-rate supported contributions as approved by The City Treasurer, and/or Municipal Council.
4. The City Treasurer or designate is authorized to allocate approved debt substitution funds held in the reserve fund for the purposes outlined in section 2 of this by-law.
5. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.
6. The City Treasurer, or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided that any earnings derived from the monies standing in the Fund shall be accrued to and

form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended.

7. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

8. This By-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 339  
2023

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

A by-law to establish the Wastewater and  
Treatment Debt Substitution Reserve Fund.

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001*, S.O. 2001 C.25, as amended, provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS it is desirable to establish reserve funds to provide for Contingencies/Stabilization & Risk Management of The Corporation of the City of London and its Agencies, Boards and Commissions, as required;

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

1. A reserve fund is hereby established entitled the "Wastewater and Treatment Debt Substitution Reserve Fund" (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by The Corporation of the City of London to reduce the amount of authorized but unissued rate supported debt as a source of financing in the Wastewater and Treatment capital plan or as a temporary funding source to manage fluctuations in debt servicing costs.
3. Contributions to the Fund shall be deposited by the City Treasurer or designate and consist of:
  - i. Municipal Council approved rate supported multi-year budget contributions;
  - ii. Municipal Council approved annual surplus contributions, if any;
  - iii. Contributions in accordance with Council approved policies, if any; and
  - iv. Other non-rate supported contributions as approved by The City Treasurer, and/or Municipal Council.
4. The City Treasurer or designate is authorized to allocate approved debt substitution funds held in the reserve fund for the purposes outlined in section 2 of this by-law.
5. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.
6. The City Treasurer, or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided that any earnings derived from the monies standing in the Fund shall be accrued to and

form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended.

7. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

8. This By-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023



Bill No. 340  
2023

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

A by-law to establish the DC Incentive Program - Property Tax Supported Reserve Fund and to repeal By-law No. A.-7187-343 being "A by-law to establish the Industrial DC Incentive Program Tax-supported Reserve Fund".

WHEREAS subsection 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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001*, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

AND WHEREAS section 417 of the *Municipal Act, 2001*, as amended, provides that a municipality may establish a reserve fund for any purpose for which it has authority to spend money;

AND WHEREAS it is desirable to establish a reserve fund to provide a source of funding for the City Services Reserve Fund for development charge incentives;

AND WHEREAS the Municipal Council considers the incentives for development charges necessary and desirable for economic development;

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

1. A reserve fund is hereby established to be known as the DC Incentive Program – General Reserve Fund (hereinafter called the "Fund").
2. The monies standing in the Fund shall be used by The Corporation of the City of London (the "Corporation") to fund the Obligatory City Services Reserve Fund(s) with amounts equal to development charges incented so that these required infrastructure projects, when started at a later date, can be funded through the City Services Reserve Fund.
3. Contributions to the Fund shall be deposited by the City Treasurer or designate and consist of:
  - i. Municipal Council approved tax supported multi-year budget contributions;
  - ii. Municipal Council approved annual surplus contributions, if any;
  - iii. Other non-tax supported contributions as approved by The City Treasurer, and/or, Municipal Council.
4. Aligned with the authority provided for in the Council approved Reserve and Reserve Fund Policy, before any monies are transferred to the Obligatory City Services Reserve Fund(s) from the Fund for the purposes outlined in section 2 of this by-law, the approval of the City Treasurer, or designate shall be given.
5. The City Treasurer or designate may deposit the monies standing in the Fund into a special bank account or into a consolidated bank account into which are deposited the monies raised for other funds, and the earnings derived from the monies so deposited shall accrue to and form part of the Fund.

6. The City Treasurer, or designate, may invest the monies standing in the Fund in such securities as are permitted under subsection 418(1), of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended, and in so doing, may consolidate the monies standing in the Fund with other funds that the City may hold from time to time provided that any earnings derived from the monies standing in the Fund shall be accrued to and form part of the Fund as permitted under sections 418(3) and 418(4) of the *Municipal Act*, 2001, S.O. 2001, C.25, as amended.

7. Notwithstanding that provision may not be made by the Municipal Council in the budget estimates of the current or any subsequent year for contributions or drawdowns to the Fund, it shall continue and be maintained, and the Municipal Council shall always be taken as considering the Fund as necessary so long as this by-law continues in force.

8. By-law No. A.-7187-343 being “A by-law to establish the Industrial DC Incentive Program Tax-supported Reserve Fund”, passed by Municipal Council on October 14, 2014, is hereby repealed.

9. This by-law comes into force on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading - September 26, 2023  
Third Reading - September 26, 2023

Bill No. 341  
2023

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

A by-law to repeal By-law No. A.-7191-347, being “A by-law to establish the Commercial DC Incentive Program Reserve Fund”; By-law No. A.-7190-346 being “A by-law to establish the Institutional DC Incentive Reserve Fund”; By-law No. A.-7193-349 being “A by-law to establish the Non-Growth Works Arising from Development Agreements Reserve Fund”; and By-law No. A.-7192-348, being “A by-law to establish the Residential DC Incentive Program Reserve Fund”.

WHEREAS section 5(3) of the Municipal Act, 2001, as amended, S.O. 2001, c.25, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS subsection 10(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that a municipality may pass by-laws respecting the financial management of the municipality (paragraph 3) and services or things that the municipality is authorized to provide under subsection 10(1) (paragraph 7);

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

1. By-law No. A.-7191-347, being “A by-law to establish the Commercial DC Incentive Program Reserve Fund” is hereby repealed.
2. By-law No. A.-7190-346, being “A by-law to establish the Institutional DC Incentive Reserve Fund” is hereby repealed.
3. By-law No. A.-7193-349 being “A by-law to establish the Non-Growth Works Arising from Development Agreements Reserve Fund”; is hereby repealed.
4. By-law No. A.-7193-348 being “A by-law to provide for the Residential DC Incentive Program Reserve Fund” is hereby repealed.
5. This by-law comes into force on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading - September 26, 2023  
Second Reading - September 26, 2023  
Third Reading - September 26, 2023

Bill No. 342  
2023

By-law No. A.-

A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.

WHEREAS London & Middlesex Community Housing Inc. is incorporated under the *Business Corporations Act* R.S.O. 1990, c.B.16 (the “BCA”);

AND WHEREAS subsection 104(1)(b) of the BCA provides that a resolution in writing dealing with all matters required by the BCA to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the BCA relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole shareholder of London & Middlesex Community Housing Inc.;

AND WHEREAS Subsection 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 Subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

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

1. The Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. for the fiscal year ended December 31, 2022, attached as Schedule “1” are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

**SCHEDULE “1”  
LONDON & MIDDLESEX COMMUNITY HOUSING INC.  
(the “Corporation”)**

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the “Act”) provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolution, signed by the sole shareholder of the Corporation entitled to vote thereon, is hereby passed pursuant to the Act:

**ELECTION OF DIRECTORS**

WHEREAS pursuant to the Declaration of the Sole Shareholder, the board of directors of the Corporation shall consist of eleven directors, eight of which shall be composed of various classes of directors, each serving for a three-year term, the ninth, tenth and eleventh members of the fourth class shall serve as the representatives of the municipal council of The Corporation of the City of London and The Corporation of the County of Middlesex;

AND WHEREAS the terms of the directors that are members of the second class expire at the annual meeting of shareholders held in 2018 pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder;

NOW THEREFORE BE IT RESOLVED THAT:

- Each of the following persons, being directors that are members of the first class pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **elected** as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Director</u>	<u>Term</u>
Second	Kathleen Savoy	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024

**CONFIRMATION OF CONTINUING TERMS**

- Each of the following persons, being directors that are members of the first, second, third and fourth class, as provided for below, pursuant to paragraph 6.2 of the Declaration of the Sole Shareholder, is hereby **confirmed** as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<u>Class</u>	<u>Director</u>	<u>Term</u>
First	John Corboy	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
First	Philip Squire	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024

<u>Class</u>	<u>Director</u>	<u>Term</u>
Second	Shellie Chowns	The close of the annual meeting of the shareholders to be held in 2025 for the financial year ending December 31, 2024
Third	Cara Awcock (Tenant)	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Third	Gary Bezaire	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Fourth	Councillor Hadleigh McAlister	The term ending November 14, 2026
Fourth	Councillor Shawn Lewis	The term ending November 14, 2026
Fourth	Colin Grantham (County of Middlesex)	The term ending November 14, 2026

**APPOINTMENT OF AUDITORS**

4. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

The Corporation of the City of London

By: \_\_\_\_\_  
Name: Josh Morgan  
Title: Mayor

By: \_\_\_\_\_  
Name: Michael Schulthess  
Title: City Clerk

Bill No. 343  
2023

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

A by-law to ratify and confirm the Resolutions  
of the Shareholder of London Hydro Inc.

WHEREAS London Hydro Inc. is a corporation incorporated under the  
*Business Corporations Act* R.S.O. 1990, c.B.16;

AND WHEREAS subsection 104(1)(b) of the *Business Corporations Act*  
provides that a resolution in writing dealing with all matters required by this Act to be  
dealt with at a meeting of shareholders, and signed by all the shareholders or their  
attorney authorized in writing entitled to vote at the meeting, satisfies all the  
requirements of this Act relating to that meeting of shareholders;

AND WHEREAS The Corporation of the City of London is the sole  
shareholder of London Hydro Inc.;

AND WHEREAS Subsection 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 Subsection 5(3) of the *Municipal Act, 2001* provides that  
a municipal power shall be exercised by by-law;

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

1. The Resolutions of the Shareholder of London Hydro Inc., attached as  
Schedule "1" are ratified and confirmed.
2. The Mayor and the City Clerk are authorized to execute the Annual  
Resolutions of the Shareholder ratified and confirmed under section 1 of this by-law.
3. This by-law comes into force on the day it is passed subject to the  
provisions of PART VI.1 of the *Municipal Act, 2001* .

PASSED in Open Council on the 26th day of September, 2023 subject to  
the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

## SCHEDULE "1"

### LONDON HYDRO INC. (the "Corporation")

WHEREAS subsection 104(1)(b) of the *Business Corporations Act* (Ontario) (the "Act") provides that a resolution in writing dealing with all matters required by the Act to be dealt with at a meeting of shareholders, and signed by all the shareholders or their attorney authorized in writing entitled to vote at the meeting, satisfies all the requirements of the Act relating to that meeting of shareholders;

The following resolutions, signed by the sole shareholder of the Corporation entitled to vote thereon, are hereby passed pursuant to the provisions of the Act:

#### **ELECTION OF DIRECTORS**

WHEREAS pursuant to an Amended and Restated Shareholder Declaration, as amended (the "Amended and Restated Shareholder Declaration"), the board of directors of the Corporation shall consist of seven directors, six of which shall be composed of various classes of directors, each serving for a three-year term, and the seventh member of the fourth class shall serve as the representative of the municipal council of The Corporation of the City of London;

AND WHEREAS the terms of the directors that are members of the first class expire at the annual meeting of shareholders held in 2023 pursuant to paragraph 4.4 of the Shareholder Declaration;

NOW THEREFORE BE IT RESOLVED THAT:

1. Each of the following persons, being directors that are members of the first class pursuant to paragraph 4.4 of the Amended and Restated Shareholder Declaration, are hereby elected as a director of the Corporation to hold office for a term with the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<b><u>Class</u></b>	<b><u>Name of Director</u></b>	<b><u>Term</u></b>
First	Tim Watson	the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024
First	Tracy Gustafson	the close of the annual meeting of shareholders to be held in 2025 for the financial year ending December 31, 2024

#### **CONFIRMATION OF CONTINUING TERMS**

2. Each of the following persons, being directors that are members of the second, third and fourth class, as provided for below, pursuant to paragraph 4.4 of the Shareholder Declaration, is hereby confirmed as having a term continuing until the expiry as set out below, provided that when a successor is not duly elected at the close of the annual meeting described below, such director shall hold office until his or her successor is elected:

<b><u>Class</u></b>	<b><u>Name of Director</u></b>	<b><u>Term</u></b>
Second	Connie Graham	the close of the annual meeting of shareholders to be held in 2026 for the financial year ending December 31, 2025



<u>Class</u>	<u>Name of Director</u>	<u>Term</u>
Second	Guy Holburn	The close of the annual meeting of the shareholders to be held in 2026 for the financial year ending December 31, 2025
Third	Andrew Hrymak	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023
Third	Tania Goodine	the close of the annual meeting of the shareholders to be held in 2024 for the financial year ending December 31, 2023.
Fourth	Corrine Rahman	the term ending November 14, 2026

**APPOINTMENT OF AUDITORS**

3. KPMG LLP are hereby appointed auditors of the Corporation to hold office until the close of the next annual meeting of the shareholders or until a successor is appointed by the shareholder at such remuneration as may be fixed by the directors and the directors are hereby authorized to fix such remuneration.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**The Corporation of the City of London**

By: \_\_\_\_\_  
 Name: Josh Morgan  
 Title: Mayor

By: \_\_\_\_\_  
 Name: Michael Schulthess  
 Title: City Clerk

Bill No. 344  
2023

By-law No. C.P.-1512( )-\_\_\_

A by-law to amend The Official Plan for the  
City of London, 2016 relating to 1364-1408  
Hyde Park Road

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

1. Amendment No. \_\_\_ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is to add a policy to the Specific Policies for the Neighbourhoods Place Type and add the subject lands to Map 7 – Specific Policy Areas - of the City of London to permit a seven-storey apartment building on the subject lands.

**B. LOCATION OF THIS AMENDMENT**

This Amendment applies to lands located at 1364-1408 Hyde Park Road in the City of London.

**C. BASIS OF THE AMENDMENT**

The site-specific amendment would allow for an apartment building seven-storeys in height as it is contextually appropriate.

**D. THE AMENDMENT**

The Official Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of Official Plan, The Official Plan, for the City of London is amended by adding the following:

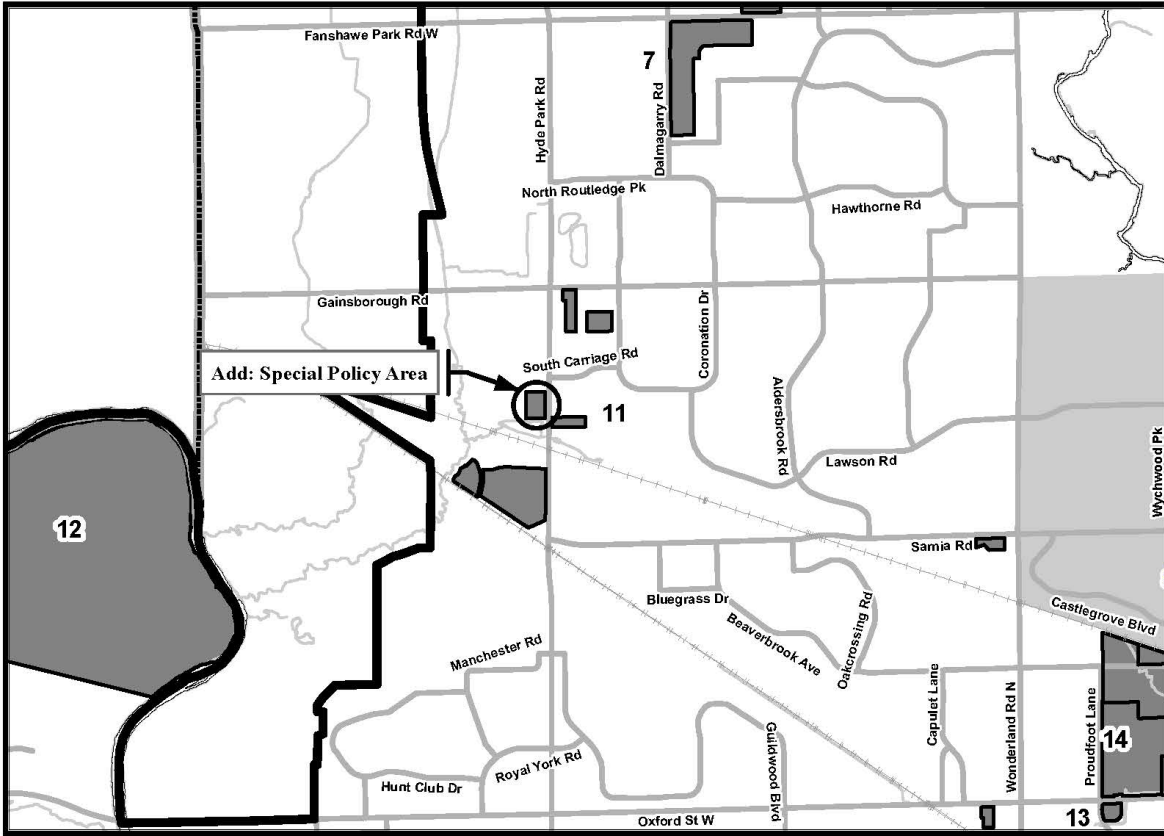
( ) 1364-1408 Hyde Park Road

For the lands in the Neighbourhoods Place Type located at 1364, 1376, 1390 & 1408 Hyde Park Road, apartment building(s) shall be permitted to extend to an upper maximum height of 7-storeys. The policies for Zoning to the Upper Maximum shall continue to apply. Any portion of a building permitted to increase to 7-storeys shall be located within 55 metres of the shared property line with the adjacent Park/SWM block to the south of the site, such that the enhanced height/massing is oriented in a manner that minimizes impacts on adjacent land uses and frames the adjacent public realm. In order to be eligible for the increased height, the lands shall be zoned in a comprehensive manner that includes requirements for portions of the site to be developed at heights below the upper-maximum and enables multiple housing forms.

2. Map 7 - Specific Policy Areas, to the Official Plan, The Official Plan, for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 1364-1408 Hyde Park Road in the City of London, as indicated on “Schedule 1” attached hereto.

# "Schedule 1"

AMENDMENT NO:



### LEGEND

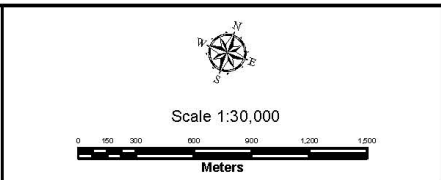
- Specific Policies
- Rapid Transit and Urban Corridor Specific-Segment Policies
- Near Campus Neighbourhood
- Secondary Plans

### BASE MAP FEATURES

- Streets (See Map 3)
- Railways
- Urban Growth Boundary
- Water Courses/Ponds

*This is an excerpt from the Planning Division's working consolidation of Map 7 - Special Policy Areas of the London Plan, with added notations.*

**SCHEDULE #**  
**TO**  
**OFFICIAL AMENDMENT NO.** \_\_\_\_\_  
  
PREPARED BY: Planning & Development



**FILE NUMBER:** OZ-9635  
**PLANNER:** LM  
**TECHNICIAN:** JI  
**DATE:** 8/14/2023

Bill No. 345  
2023

By-law No. C.P.-1512( )-\_\_\_

A by-law to amend The Official Plan for the City of London, 2016 relating to 1918 to 2304 and 2005 to 2331 Kilally Road (excluding 2065 Kilally Road)

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

1. Amendment No. \_\_\_ to The Official Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) or 17(27.1) of the *Planning Act*, R.S.O. 1990, c.P.13.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

**AMENDMENT NO.  
to the  
OFFICIAL PLAN FOR THE CITY OF LONDON**

**A. PURPOSE OF THIS AMENDMENT**

The purpose of this Amendment is:

1. To change the Place Type of 1918 to 2304 and 2005 to 2331 Kilally Road (excluding 2065 Kilally Road) described herein from Neighbourhood and Environmental Review to Green Space and from Environmental Review to Neighbourhood to align with the limits of the Kilally South, East Basin Environmentally Significant Area on Schedule "A", Map 1 – Place Type, to The Official Plan for the City of London.
2. To change the Place Type of certain lands described herein from Neighbourhood to Environmental Review on Schedule "A", Map 1 – Place Type, to The Official Plan for the City of London.
3. To change the designation from Potential Environmentally Significant Area to Environmentally Significant Area on Map 5 - Natural Heritage.
4. To add unevaluated wetlands and unevaluated vegetation patches on Map 5 - Natural Heritage.

**B. LOCATION OF THIS AMENDMENT**

1. This Amendment applies to 1918 to 2304 and 2005 to 2331 Kilally Road, excluding 2065 Kilally Road, in the City of London.

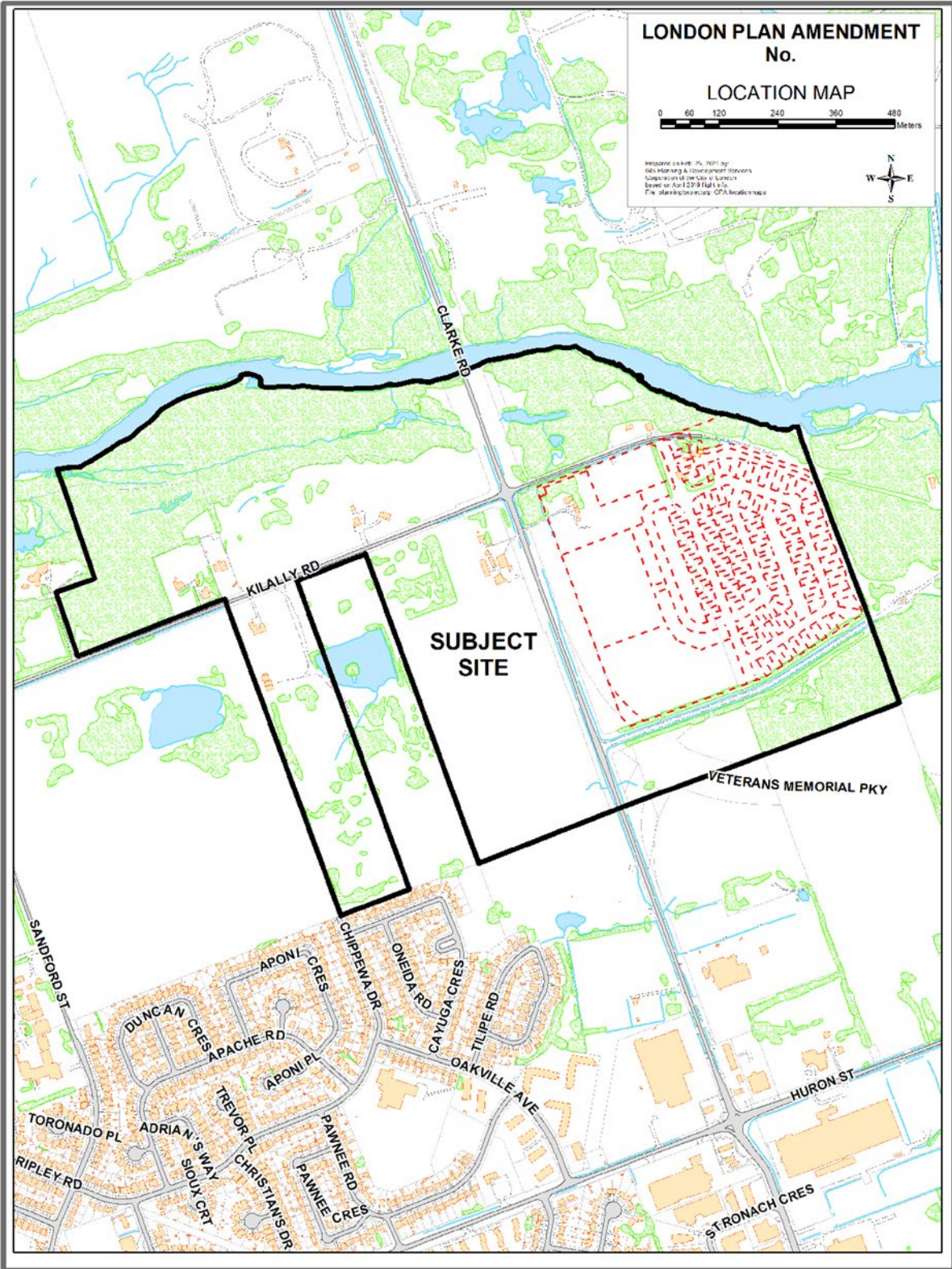
**C. BASIS OF THE AMENDMENT**

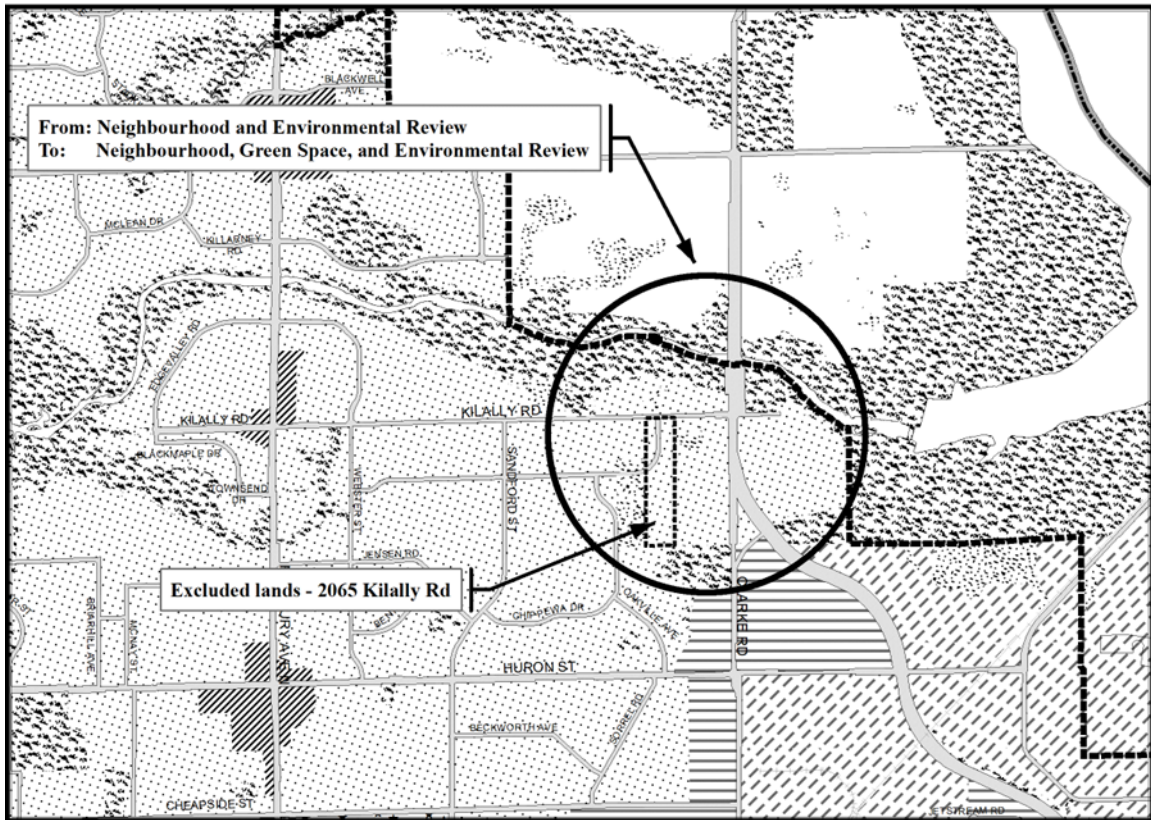
Based on more detailed information that has been made available through the completion of the Kilally South, East Basin Environmental Impact Study, the final land use designations and Natural Heritage features can now be accurately confirmed in the Official Plan.

**D. THE AMENDMENT**

The Official Plan for the City of London is hereby amended as follows:

1. Map 1 - Place Types, to The Official Plan for the City of London Planning Area is amended by designating those lands located within the Kilally South, East Basin Environmentally Significant Area in the City of London, as indicated on "Schedule 1" attached hereto from Neighbourhoods and Environmental Review to Green Space and from Environmental Review to Neighbourhoods.
2. Map 1- Place Types, to The Official Plan for the City of London Planning Area is amended by changing Neighbourhood to Environmental Review as indicated on "Schedule 1" attached hereto.
3. Map 5 - Natural Heritage, to The Official Plan for the City of London Planning Area is amended by designating those lands located within the Kilally South, East Basin Environmentally Significant Area the City of London, as indicated on "Schedule "2" attached hereto to change the designation Potential Environmentally Significant Area and Unevaluated Vegetation Patch to Environmentally Significant Area.
4. Map 5 - Natural Heritage, to The Official Plan for the City of London Planning Area is amended by adding Unevaluated Vegetation Patches and Unevaluated Wetlands as indicated on "Schedule "2" attached hereto.





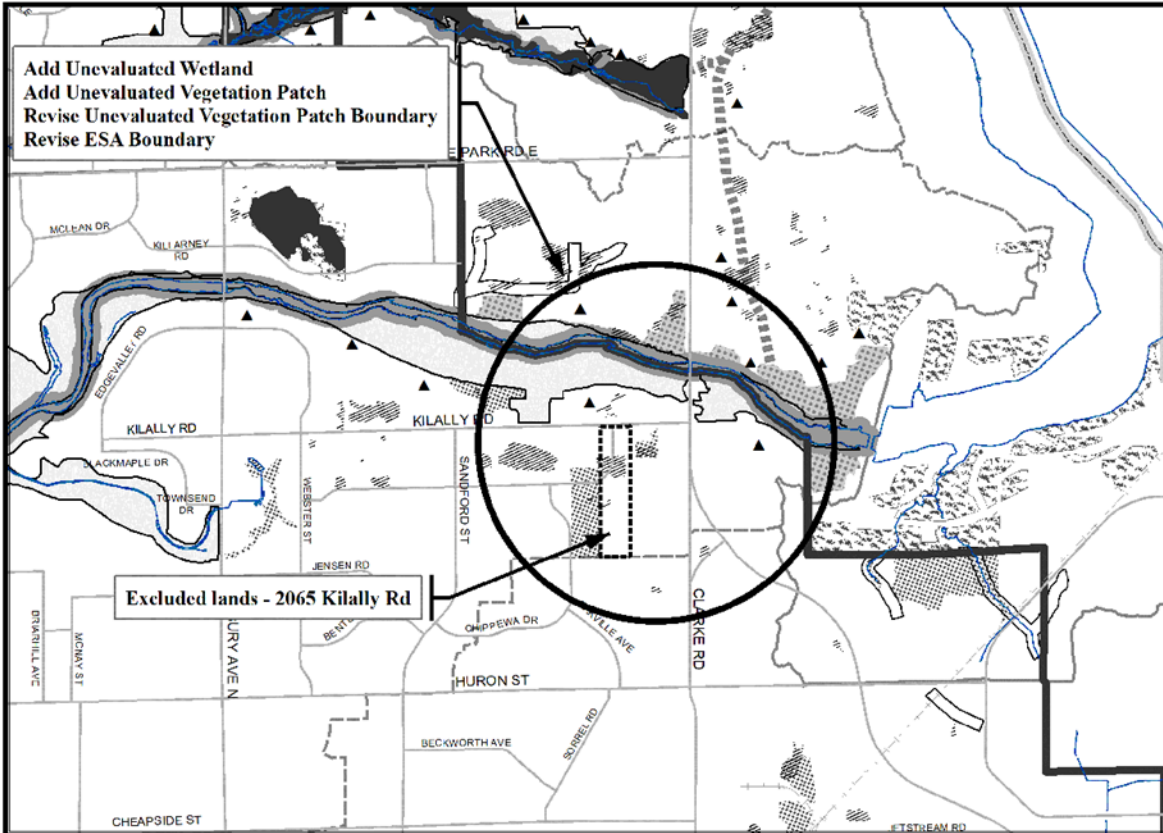
**Legend**

- |                        |                          |   |
|------------------------|--------------------------|---|
| Downtown               | Future Community Growth  | Environmental Review                    |
| Transit Village        | Heavy Industrial         | Farmland                                |
| Shopping Area          | Light Industrial         | Rural Neighbourhood                     |
| Rapid Transit Corridor | Future Industrial Growth | Waste Management Resource Recovery Area |
| Urban Corridor         | Commercial Industrial    | Urban Growth Boundary                   |
| Main Street            | Institutional            |   |
| Neighbourhood          | Green Space              |   |

*This is an excerpt from the Planning Division's working consolidation of Map 1 - Place Types of the London Plan, with added notations.  
At the time of the printing of this map, the Rapid Transit EA is in progress. This map shows the Rapid Transit Corridors and Urban Corridors to recognize potential alignments. These Place Types will be modified to align with the results of the EA process for the final version of The London Plan.*

<p><b>SCHEDULE #</b> <b>TO</b> <b>THE LONDON PLAN</b> <b>AMENDMENT NO.</b> _____  PREPARED BY: Planning Services</p>	<p>Scale 1:30,000 Meters</p>	<p><b>FILE NUMBER:</b> OZ-9275 <b>PLANNER:</b> CS <b>TECHNICIAN:</b> MB <b>DATE:</b> 4/15/2021</p>
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**NATURAL HERITAGE SYSTEM**

- Provincially Significant Wetlands
- Wetlands
- Unevaluated Wetlands
- Significant Woodlands
- Woodlands
- Significant Valley Lands
- Valley Lands

- Areas of Natural and Scientific Interest
- Environmentally Significant Areas (ESA)
- Potential ESAs
- Upland Corridors
- Potential Naturalization Areas
- Unevaluated Vegetation Patches

**Base Map Features**

- Railways
- Water Courses/Ponds
- Streets (see Map 3)
- Conservation Authority Boundary
- Subwatershed Boundary

*This is an excerpt from the Planning Division's working consolidation of Map 5 - Natural Heritage of the London Plan, with added notations.*

<p align="center"><b>SCHEDULE # TO THE LONDON PLAN</b></p> <p>AMENDMENT NO. _____</p> <p>PREPARED BY: Planning Services</p>	<p align="center">                   Scale 1:30,000                    Meters             </p>	<p>FILE NUMBER: OZ-9275</p> <p>PLANNER: CS</p> <p>TECHNICIAN: MB</p> <p>DATE: 4/15/2021</p>
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Bill No. 346  
2023

By-law No. CPOL.-114( )-\_\_

A by-law to amend By-law No. CPOL.-114-366 being "Flags at City Hall" to repeal and replace Schedule "A".

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*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-114-366 being "Flags at City Hall" to reflect changes to the process for appeal, to flags permitted to be displayed on the Community Flag Pole, and to the guidelines for half-masting of the Canadian flag at City Hall;

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

1. By-law No. CPOL.-114-366 being "Flags at City Hall" is hereby amended by deleting Schedule "A" in its entirety and by replacing it with the attached new Schedule "A".
2. This by-law shall come into force and effect on the date it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

## Schedule “A”



**London**  
CANADA

### Flags at City Hall

**Policy Name:** Flags at City Hall

**Legislative History:** Adopted September 19, 2017 (By-law No. CPOL.-114-366); Amended July 24, 2018 (By-law No. CPOL.-114(b)-417); Amended June 11, 2019 (By-law No. CPOL.-114(c)-158); Amended August 10, 2021 (By-law No. CPOL.-114(d)-247); Amended October 5, 2021 (By-law No. CPOL.-114(e)-319), Amended September 26, 2023 (By-law No. CPOL.-114(\_)-\_\_\_)

**Last Review Date:**

**Service Area Lead:** City Clerk

#### 1. Policy Statement

1.1 This policy sets out the requirements for the flying of flags at City Hall.

#### 2. Definitions

2.1 Not applicable.

#### 3. Applicability

3.1 This policy shall apply to any person or organization seeking to fly a flag at City Hall.

#### 4. The Policy

##### 4.1 Flags on the Community Flag Pole

- a) The following flags shall be permitted to be flown at City Hall on the Community Flag Pole installed at the northwest corner of City Hall, facing Wellington Street:
  - i) the Canadian flag at such times as there is no other approved flag displayed
  - ii) an appropriate flag on the occasion of a visiting dignitary, on the day of the dignitary’s visit to London City Hall, as a gesture of respect and friendship.
  - iii) the flag of a nation on its national day, provided that:
    - (1) the nation has active diplomatic relations with Canada;
    - (2) the flag is official and is recognized by the Department of Foreign Affairs, Trade and Development;
    - (3) the requesting organization follows all policies prescribed in this policy at least 4 weeks prior to the national day, on an annual basis; and
    - (4) requests to use the community flagpole for flying the flag of a nation will be confirmed on a first come first served basis.
  - iv) to celebrate achievement, the flag of a charitable or non-profit organization to help increase public awareness of their programs and activities; an organization that has achieved national or international distinction or made a significant contribution to the community, or an organization that has helped to enhance the City of London in a positive manner;
  - v) the “Every Child Matters Flag” to be flown on September 30th of each year to recognize the National Day for Truth and Reconciliation (National Orange Shirt Day); and

- vi) the “Our London Family” flag will be flown at City Hall on June 6 each year.
- b) The following guidelines shall be observed for the flying of flags permitted under 4.1 a) iv):
  - i) the organization’s flag will fly in connection with a particular event by an organization;
  - ii) no flags of commercial, religious or political organizations shall be permitted, except as otherwise provided under s.4.1;
  - iii) no flags of a group or organization whose undertakings or philosophy are contrary to City of London policies or by-laws, or espouse hatred, violence or racism shall be permitted;
  - iv) organizations shall be required to submit requests for their organization’s flag to fly on an annual basis;
  - v) a flag shall be flown for a period of up to one week, or for the duration of the associated event, whichever is less;
  - vi) flags shall only be changed and lowered on those business days that City Hall is open; and
  - vii) requests to use the community flagpole will be confirmed on a first come first served basis.

#### 4.2 Canadian Flag at Half-Mast

The following guidelines shall be observed for the half-masting of the Canadian flag at City Hall:

- i) the flying of the Canadian flag at half-mast denotes a period of official mourning or commemoration;
- ii) the City of London will fly the Canadian flag on the at half-mast in the event of a death or to commemorate a solemn occasion. The Canadian flag will be lowered at the direction of the Mayor. In consultation with the Mayor, the City Clerk will provide instruction to lower the Canadian flag on the Flag Pole;
- iii) the position of the Canadian flag when flying at half-mast will depend on its size, the length of the mast and its location; but as a general rule, the centre of the Canadian flag shall be exactly half-way down the mast;
- iv) the official period of mourning is defined as the day of passing until the day of the funeral; and,
- v) the Canadian flag will be flown at half-mast to commemorate the following occasions:

<b>Date</b>	<b>Occasion</b>
April 28	National Day of Mourning for Persons Killed or Injured in the Workplace
June 6	Our London Family
August 9	Peacekeepers’ Day
Last Sunday in September	National Peace and Police Officers’ Memorial Day
November 11	Remembrance Day*
	*Half-masting shall occur at 11:00 a.m. or according to the prescribed order of service at the Cenotaph.
December 6	National Day of Remembrance and Action on Violence Against Women

#### 4.3 Flags over the Back Entrance of City Hall

- a) The following flags shall be permitted to be flown at City Hall on the flag poles over the back entrance of City Hall facing Reginald Cooper Square:
  - i) the flags of all the provinces and territories and the Canadian Flag are hung, in order of confederation, over the back entrance facing Reginald Cooper Square. The Canadian Flag is hung as per the standards outlined in the National Flag of Canada Etiquette issued from the Federal Government.
- b) The precedence for flag order (from left to right) as per the Position of Honour is as follows:
  - i) the National Flag of Canada;
  - ii) the flags of other sovereign nations in alphabetical order (if applicable);
  - iii) the flags of the provinces of Canada (in the order in which they joined Confederation); and,
  - iv) the flags of the territories of Canada (in the order in which they joined Confederation).
- c) The flags are displayed in the spring and removed before winter.

#### 4.4 Flags over the Front Entrance of City Hall

- a) The following flags shall be permitted to be flown at City Hall on the flag poles over the front entrance of City Hall:
  - i) flags deemed by the City Clerk to be in accordance with the flag etiquette of Canada as established by Heritage Canada (restricted to the flag of the City of London, Canadian provinces, the Canadian flag, the personal flags and standards of the Royal Family and the Governor General and the Lieutenant Governors throughout Canada, the Royal Union flag, and the flags of the United Nations, the North Atlantic Treaty Organization and the Commonwealth).

#### 4.5 Flags in City Hall

- a) As an annual observance to recognize the anniversary of the London Township Treaty, the five signatory First Nations (Chippewas of the Thames First Nation, Chippewas of Kettle and Stoney Point First Nation, Walpole Island First Nation, Aamjiwnaang First Nation and Caldwell First Nation) shall be invited to have their flags displayed on September 7th of each year, in City Hall. In the event that September 7th falls on a day on which City Hall is closed, the flags shall be displayed on the first day prior to September 7th that City Hall is open for business.

#### 4.6 General

- a) The City Clerk will administer the policy for the flying of flags at City Hall.
- b) The following guidelines shall apply to resolving conflicts arising from this policy:
  - i) conflicts between the dates requested for flags to be flown by two or more organizations or nations on the Community Flag Pole shall be settled in favour of the organization which first made its request; and,

in the event that a request appears to be in conflict with any of the criteria outlined in this policy the Mayor, in consultation with the City Manager's Office, or designate, may use discretion to approve or deny a community flag request. The Mayor's decision will be final.

Bill No. 347  
2023

By-law No. CPOL.-127( )-\_\_\_

A by-law to amend By-law No. CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to repeal and replace Schedule "A".

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, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" to reflect changes to the process for appeal and exemptions;

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

1. By-law No. CPOL.-127-379 being "Illumination of City of London Buildings and Amenities" is hereby amended by deleting Schedule "A" in its entirety and by replacing it with the attached new Schedule "A".
2. This by-law shall come into force and effect on the date it is passed . subject to the provisions of PART VI.1 of the Municipal Act, 2001.

PASSED in Open Council on September 26, 2023. subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

## Schedule “A”



**London**  
CANADA

### Illumination of City of London Buildings and Amenities

**Policy Name:** Illumination of City of London Buildings and Amenities

**Legislative History:** Adopted September 19, 2017 (By-law No. CPOL.-127-379); Amended July 24, 2018 (By-law No. CPOL.-127(a)-422); Amended October 5, 2021 (By-law No. CPOL.-127(b)-320), Amended September 26, 2023 (By-law No. CPOL.-127( )- \_\_\_\_)

**Last Review Date:** September 26, 2023

**Service Area Lead:** City Clerk

#### 1. Policy Statement

- 1.1 This policy sets out the requirements for lighting City of London buildings and amenities for community events and awareness.

#### 2. Definitions

- 2.1 Not applicable.

#### 3. Applicability

- 3.1 This policy shall apply to any person or organization seeking the illumination of those City of London buildings and amenities which have multi-colour capable LED lighting.

#### 4. The Policy

- 4.1. The use of multi-colour capable LED lighting installations on some City of London buildings and amenities provides a unique opportunity to display the official colour associated with a charitable or non-profit organization or a City of London event, in order to create awareness of and/or celebrate an organization or a City of London event.

The following guidelines shall be observed:

Eligibility:

- a) Organizations making a lighting request must be charitable or non-profit organizations.
- b) Charitable or non-profit organizations making a lighting request must have undertakings or philosophies that are in keeping with City of London policies or by-laws, and must not espouse hatred, violence, or racism.
- c) City of London buildings and amenities shall not be illuminated for political, religious, or for-profit organizations or purposes.

Frequency and Timing

- e) Lighting may be requested for up to one week, or for the duration of the associated event, whichever is less; noting that conflicts between two or more eligible charitable or non-profit organizations would be settled in favour of the organization which first made its request, with City of London events taking precedence in all instances.

- f) The lighting period will begin and end only on those business days that City Hall is open and staff resources are available to program the lighting. All City of London buildings and amenities with multi-colour capable LED lighting installations shall be illuminated in a consistent manner to the extent that programming allows.
- g) Charitable or non-profit organizations will be required to submit lighting requests on an annual basis.

#### Exemptions

- h) The City of London shall not be restricted as to the number of times, or the period for which, lighting is approved;
- i) The City of London may, at its discretion, illuminate each of its buildings or amenities with multi-colour capable LED lighting installations in a manner which is unique from one venue to the next.
- j) Notwithstanding the above, the City of London buildings and amenities with multi-colour capable LED lighting installations shall be illuminated on the following occasions:
  - i. June 6: purple and green for Our London Family;
  - ii. the remainder of June: rainbow for national Pride month (noting that individual lighting requests will also be accommodated);
  - iii. July 1: red and white for Canada Day;
  - iv. September 30: orange for National Day for Truth and Reconciliation (National Orange Shirt Day);
  - v. November 10 and 11: red for Remembrance Day;
  - vi. Rest of November: purple for Shine the Light on Woman Abuse;
  - vii. December: red and green for the holidays.

#### Administration of the Policy

- k) The City Clerk will administer this policy.
- l) In the event that a request appears to be in conflict with any of the criteria outlined in this policy the Mayor, in consultation with the City Manager's Office, or designate, may use discretion to approve or deny an illumination request. The Mayor's decision will be final.



Bill No. 348  
2023

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

A by-law to amend By-law No. L.-131-16, as amended, entitled "A by-law to provide for the Licensing and Regulation of Various Businesses".

WHEREAS subsection 5(3) of the *Municipal Act, 2001* 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 the *Municipal Act, 2001* or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: in paragraph 5, Economic, social and environmental well-being of the municipality; in paragraph 6, Health, safety and well-being of persons; in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); in paragraph 8, Protection of persons and property; in paragraph 11 Business Licensing;

AND WHEREAS pursuant to the provisions of Part IV of the *Municipal Act, 2001*, as amended, a municipality may pass by-laws for licensing, regulating and governing businesses;

AND WHEREAS subsection 151(1) of the *Municipal Act, 2001* provides that, without limiting sections 9 and 10 of the Act, a municipality may provide for a system of licences with respect to a business and may:

- (a) prohibit the carrying on or engaging in the business without a licence;
- (b) refuse to grant a licence or to revoke or suspend a licence;
- (c) impose conditions as a requirement of obtaining, continuing to hold or renewing a licence;
- (d) impose special conditions on a business in a class that have not been imposed on all of the businesses in that class in order to obtain, continue to hold or renew a licence;
- (e) impose conditions, including special conditions, as a requirement of continuing to hold a licence at any time during the term of the licence;
- (f) license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and,
- (g) require a person, subject to such conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any part of a system of licenses established by the municipality.

AND WHEREAS the Municipal Council for The Corporation of the City of London considers it necessary and desirable for the public to exercise its licensing powers for the purposes of:

- (a) Health and safety including health and safety of service providers and consumers and patrons; and/or
- (b) Nuisance control; and/or
- (c) Consumer protection; and/or
- (d) Suppressing conditions conducive to crime;

AND WHEREAS section 23.2 of the *Municipal Act, 2001* permits a municipality to delegate certain legislative and quasi-judicial powers;

AND WHEREAS the Municipal Council for The Corporation of the City of London is of the opinion that the delegation of legislative powers under this by-law to the Licence Manager and the Hearings Officer including without limitation the power to issue, revoke, suspend and impose conditions on a licence and prescribe operational standards to be imposed on licensees, including without limitation operational standards such as signage requirements, advertising requirements, hours of operation and records that are to be kept by licensees and the form and content thereof, are powers of a minor nature having regard to the number of people, the size of geographic area and the time period affected by the exercise of the power in accordance with subsection 23.2(4) of the *Municipal Act, 2001*;

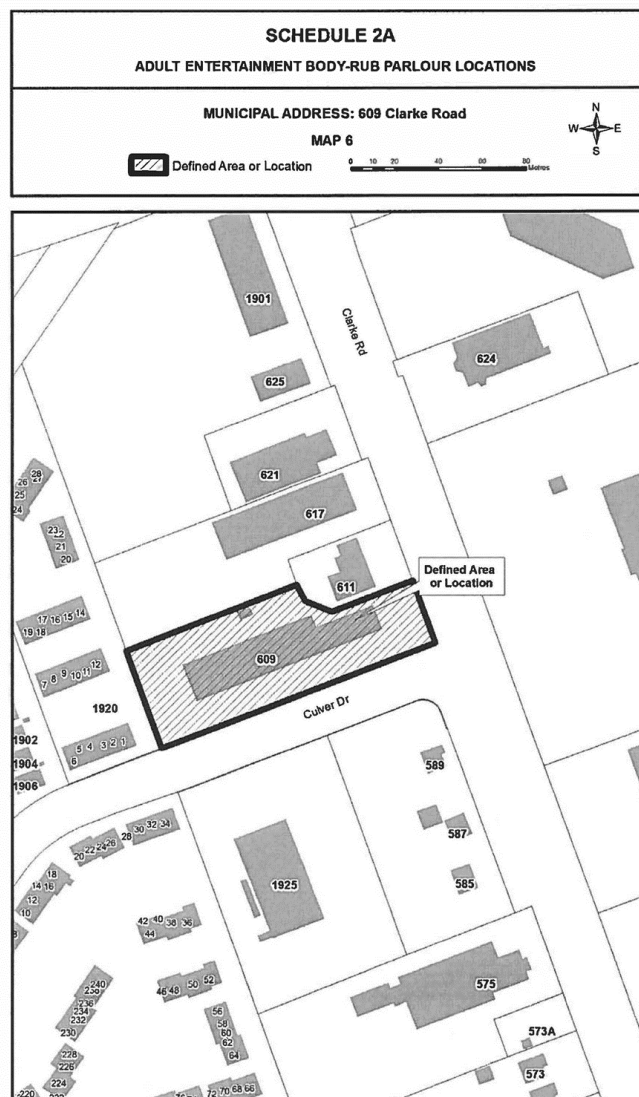
AND WHEREAS subsection 391(1) of the *Municipal Act, 2001* provides that a municipality may impose fees and charges on persons:

- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and,
- (c) for the use of its property including property under its control.

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts the following amendments to the Business Licensing By-law:

1. Delete Map 6 from Schedule 2A – Adult Entertainment Body-Rub Locations (see below)

**MUNICIPAL ADDRESS: 609 Clarke Road - MAP 6**



2. Amend section 4.1 of Schedule 2 of the Licensing By-law by replacing the existing sentence with the following:

4.1 Subject to section 4.2 the total number of Adult Entertainment Body-Rub Parlour Owner licences authorized under this By-law is limited to five (5), and not more than one (1) licence shall be issued with respect to each defined area or location shown on Schedule 2A of this By-law.

3. This by-law comes into force and effect on the day it is passed, subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 349  
2023

By-law No. L.-130( )-\_\_

A by-law to amend By-law No. L.-130-71,  
referred to as the Vehicle for Hire By-law, to  
amend Schedule 2 and Part 1.

WHEREAS section 434.1 of the Municipal Act and Section 15.4.1 of the Building Code Act authorizes the City to require a person, subject to conditions as the municipality considers appropriate, to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with a by-law of the municipality;

AND WHEREAS the Municipal Council on October 16, 2018 passed By-law No. L.-130(a)-494 being “A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles for hire and accessible vehicles for hire;”

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

1. That Schedule 2 – Vehicle Requirements for Owners, Subsection 2.0 - Vehicle Requirements of By-law No. L.-130-71 is amended by deleting subsection 2.3 and replacing it with the following:

2.3 No motor vehicle more than 10 (ten) years old may be plated as a Vehicle for Hire under this By-law, except for a Zero Emission Vehicle and/or a Hybrid Gas-Electric Vehicle as per the definition, shall have a vehicle age limit maximum of 12 (twelve) years.

2. That Part 1 – Definitions, of By-law No. L.-130-71 be amended by ADDING the following definitions:

**“Zero Emission Vehicle”** means a vehicle that can operate without producing tailpipe emissions, such as battery-electric, plug-in hybrid electric, and hydrogen fuel cell vehicles;

**“Hybrid Gas-Electric Vehicle”** means a vehicle powered by an internal combustion engine in combination with one or more electric motors that only uses regenerative braking and the internal combustion engine to charge batteries to reduce fuel use.

3. his by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 350  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to assume certain works and services  
in the City of London. (Westfield Village  
Estates, Phase 1 – Stage 2, Plan 33M-621)

WHEREAS the Deputy City Manager, Environment & Infrastructure of The Corporation of the City of London has reported that works and services have been constructed to their satisfaction in Westfield Village Estates Subdivision Phase 1 – Stage 2, Plan 33M-621;

AND WHEREAS it is deemed expedient to assume the said works and services;

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

1. The Corporation of the City of London assumes the following works and services, namely:

Westfield Village Estates Subdivision Phase 1 – Stage 2, Plan 33M-621  
York Developments

*Tillman Road - All*

2. The warranty period for the works and services in the subdivision referred to in Section 1 of this by-law will commence for a duration of one calendar year from September 5, 2023.

3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

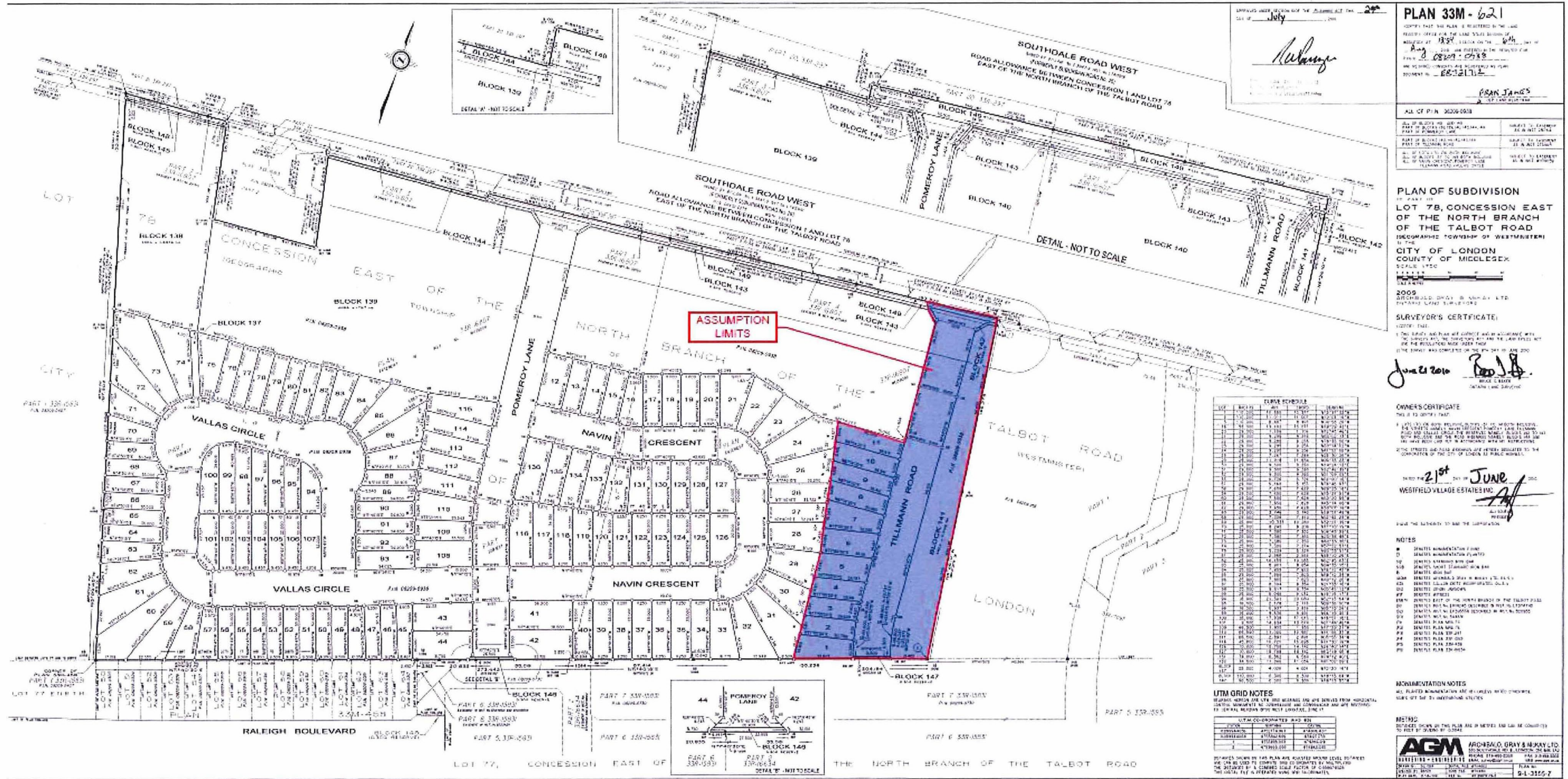
PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

# Assumption Limits



**PLAN 33M-621**  
 DATED 13th July 2009  
 P. JAMES  
 SURVEYOR

ALL OF PLAN 3009-003	WARRANTY TO EXISTENCE
ALL OF BLOCK 140	WARRANTY TO EXISTENCE
PART OF BLOCK 141	WARRANTY TO EXISTENCE
PART OF BLOCK 142	WARRANTY TO EXISTENCE
PART OF BLOCK 143	WARRANTY TO EXISTENCE
PART OF BLOCK 144	WARRANTY TO EXISTENCE
PART OF BLOCK 145	WARRANTY TO EXISTENCE
PART OF BLOCK 146	WARRANTY TO EXISTENCE
PART OF BLOCK 147	WARRANTY TO EXISTENCE
PART OF BLOCK 148	WARRANTY TO EXISTENCE
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PART OF BLOCK 199	WARRANTY TO EXISTENCE
PART OF BLOCK 200	WARRANTY TO EXISTENCE

**PLAN OF SUBDIVISION**  
 OF PART 78  
 LOT 78, CONCESSION EAST  
 OF THE NORTH BRANCH  
 OF THE TALBOT ROAD  
 (FORMERLY TOWNSHIP OF WESTMINSTER)  
 IN THE  
 CITY OF LONDON  
 COUNTY OF MIDDLESEX  
 ONTARIO  
 2009  
 BLOCK 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200

**SURVEYOR'S CERTIFICATE**  
 I, P. JAMES, SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.

June 21st 2009 P. JAMES  
 SURVEYOR

**OWNER'S CERTIFICATE**  
 I, WESTFIELD VILLAGE ESTATES INC., DO HEREBY CERTIFY THAT THE ABOVE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.

June 21st 2009 Westfield Village Estates Inc.  
 OWNER

- NOTES**
1. THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.
  2. THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.
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  19. THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.
  20. THE PLAN IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS DEPOSITED IN MY OFFICE ON 13th July 2009.

**UTM GRID NOTES**  
 ALL PLATED DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.  
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**AGM** ARCHON/O. GRAY & HUNAY LTD.  
 2100 SHEPPARD AVENUE EAST, SUITE 100, SCARBOROUGH, ONTARIO M1S 1T7  
 TEL: (416) 291-1111 FAX: (416) 291-1112  
 WWW.AGM-SURVEYING.COM

Bill No. 351  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Settlement Trail and Pomeroy Lane; as part of Crane Ave; as part of Settlement Trail; as part of Pomeroy Lane; and as part of Tillman Road)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Settlement Trail and Pomeroy Lane, namely:

“All of the 0.3m Reserve at the easterly limit of Settlement Trail and Pomeroy Lane on Registered Plan 33M-494, in the City of London and County of Middlesex, designated as Block 73 on Registered Plan 33M-494.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Crane Avenue, namely:

“All of the 0.3m Reserve at the northerly limit of Crane Avenue on Registered Plan 33M-562, in the City of London and County of Middlesex, designated as Block 193 on Registered Plan 33M-562.”

3. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Settlement Trail, namely:

“All of the 0.3m Reserve at the northerly limit of Settlement Trail on Registered Plan 33M-562, in the City of London and County of Middlesex, designated as Block 194 on Registered Plan 33M-562.”

4. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Pomeroy Lane, namely:

“All of the 0.3m Reserve at the southerly limit of Pomeroy Lane on Registered Plan 33M-621, in the City of London and County of Middlesex, designated as Block 146 on Registered Plan 33M-621.”

5. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Tillman Road, namely:

“All of the 0.3m Reserve at the southerly limit of Tillmann Road on Registered Plan 33M-621, in the City of London and County of Middlesex, designated as Block 147 on Registered Plan 33M-621.”

6. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023



# LOCATION MAP



SUBJECT  
LANDS

Bill No. 352  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Lawson Road; and as part of Reeves Avenue and Elson Road)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Lawson Road, namely:

“All of the 0.3m Reserve at the southerly limit of Lawson Road on Registered Plan 33M-585, in the City of London and County of Middlesex, designated as Block 78 on Registered Plan 33M-585.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Reeves Avenue and Elson Road, namely:

“All of the 0.3m Reserve being part of the Unnamed Road on Registered Plan 48(C), in the City of London and County of Middlesex, designated as Parts 2 and 4 on Reference Plan 33R-17124.”

3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

# LOCATION MAP



— SUBJECT LANDS

Bill No. 353  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Asima Drive)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Asima Drive, namely:

“All of the 0.3m Reserve at the northerly limit of Turner Crescent on Registered Plan 33M-699, in the City of London and County of Middlesex, designated as Block 118 on Registered Plan 33M-533.”

2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

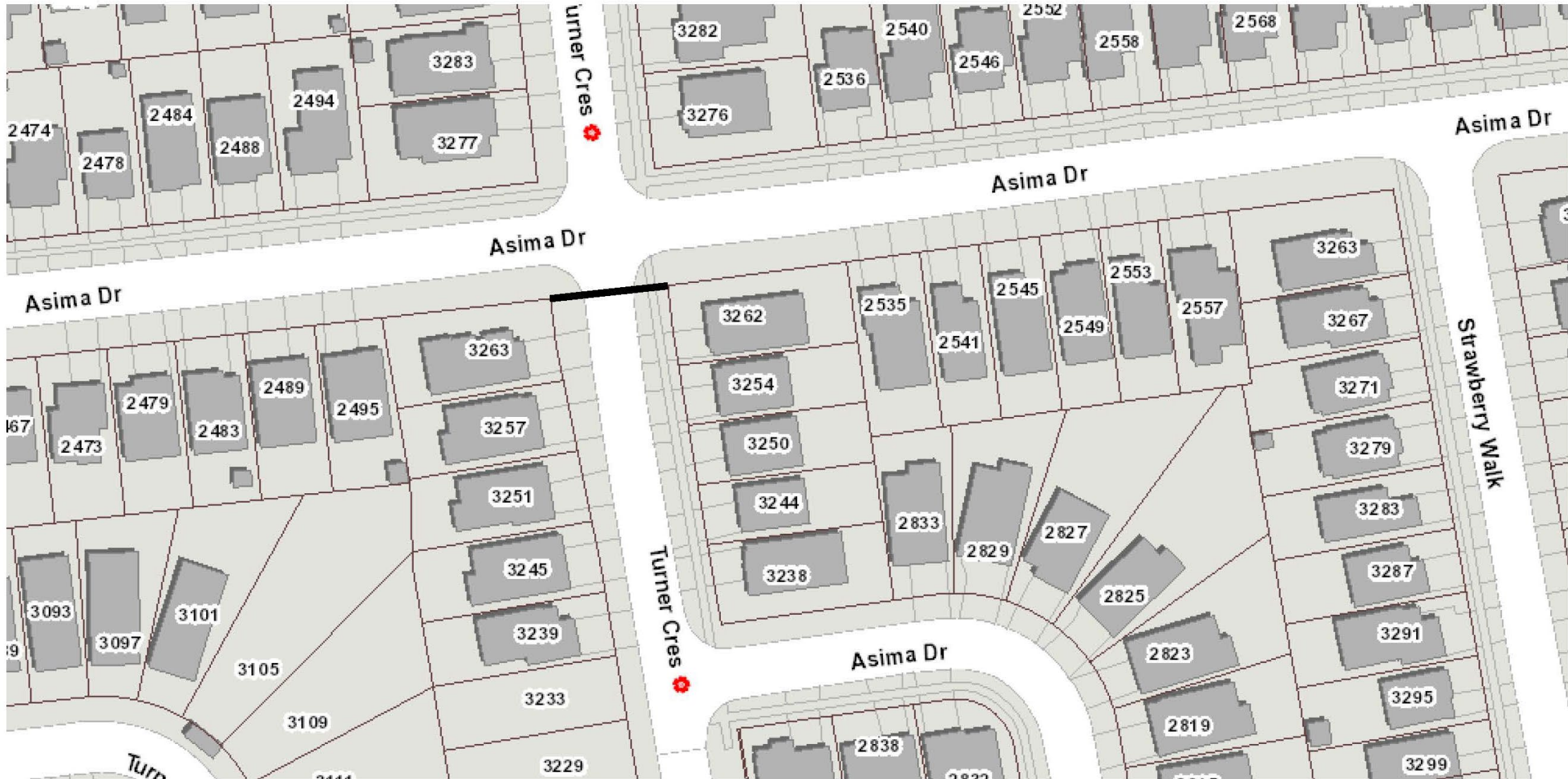
PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

# LOCATION MAP



**—————** SUBJECT LANDS

Bill No. 354  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Bradley Avenue West)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Bradley Avenue West, namely:

“All of the 0.3m Reserve at the southerly limit of Bradley Avenue West on Registered Plan 33M-602, in the City of London and County of Middlesex, designated as Block 94 on Registered Plan 33M-602;” and

“All of the 0.3m Reserve at the westerly limit of Bradley Avenue West on Registered Plan 33M-641, in the City of London and County of Middlesex, designated as Block 97 on Registered Plan 33M-641.”

2. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

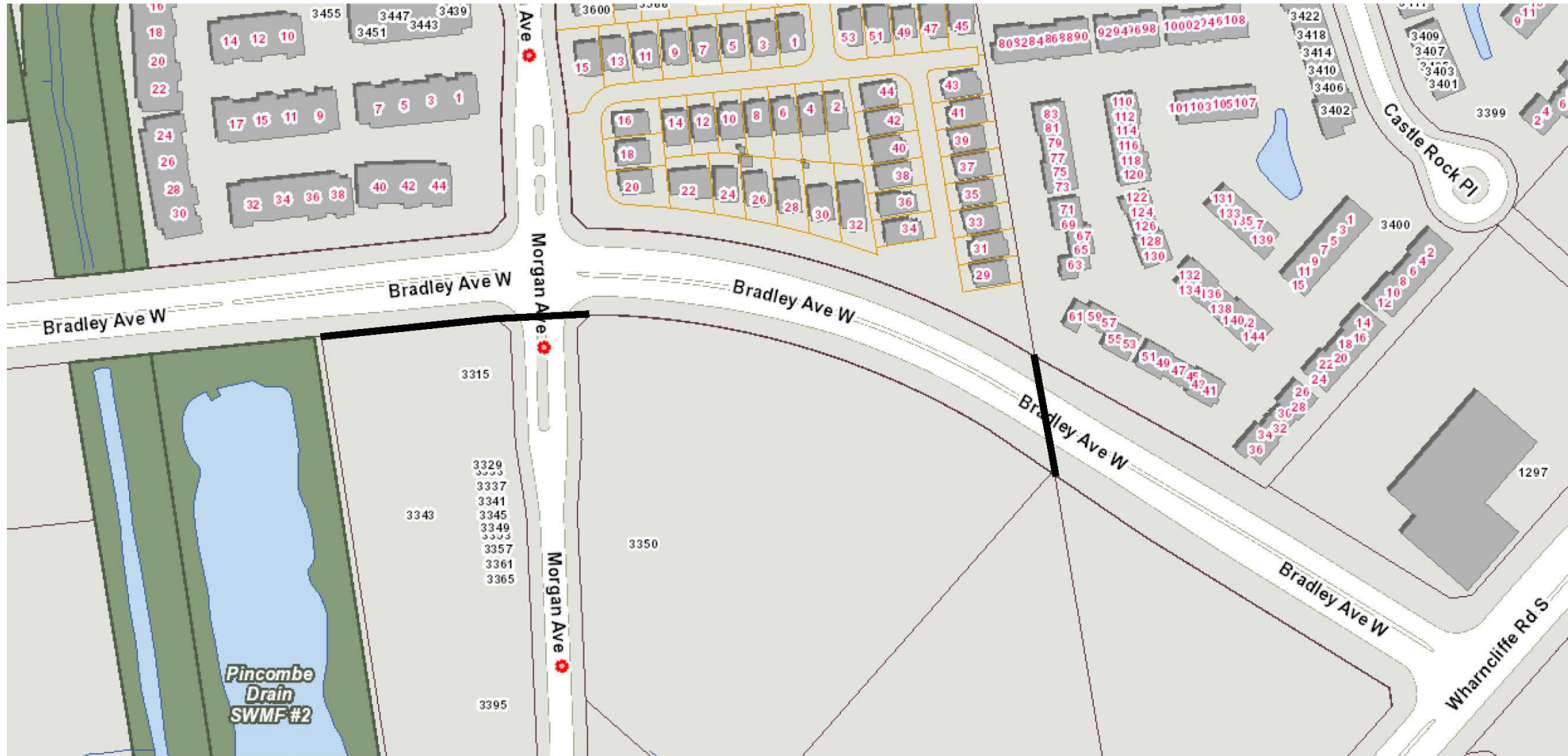
PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

# LOCATION MAP



— SUBJECT LANDS

Bill No. 355  
2023

By-law No. S.- \_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Pack Road)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as part of Pack Road, namely:

“Part of the 0.3m Reserve at the northerly limit of Block 115, Registered Plan 33M-742, in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-21690 being Part of Block 117, Registered Plan 33M-742.”

2 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

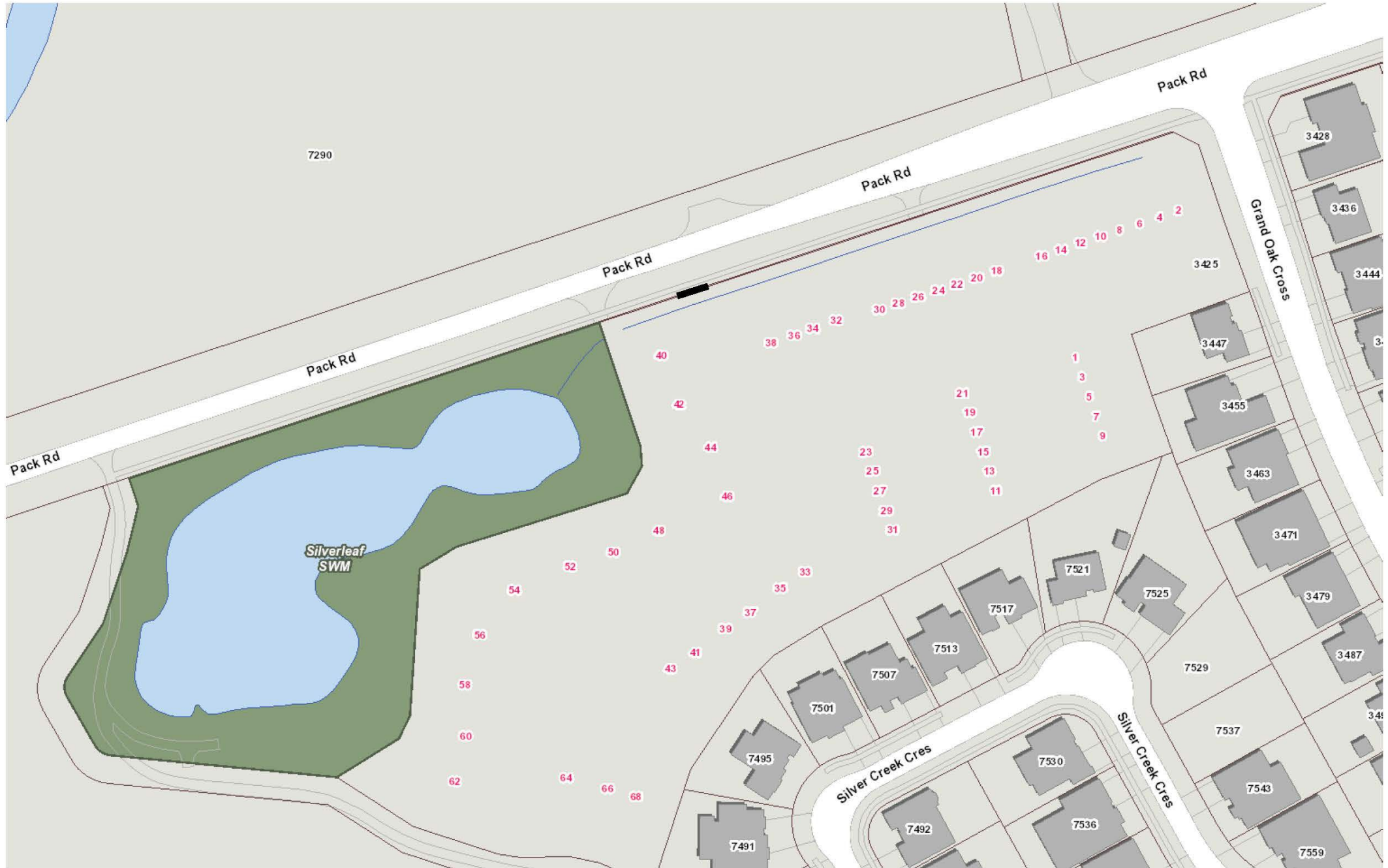
Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023



# LOCATION MAP



SUBJECT LANDS

313

Bill No. 356  
2023

By-law No. S.- \_\_\_\_\_ - \_\_\_\_

A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and west of Hyde Park Road)

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;

WHEREAS subsection 10(2) paragraph 7 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

WHEREAS subsection 31(2) of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money;

AND WHEREAS it is expedient to establish the lands hereinafter described as public highway;

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

1. The lands and premises hereinafter described are laid out, constituted, established, and assumed as public highway as widening to Sunningdale Road West and Hyde Park Road, north of Sunningdale Road West and west of Hyde Park Road, namely:

“Part of Lot 25, Concession 6 (Geographic Township of London) in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-20415”

3 This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

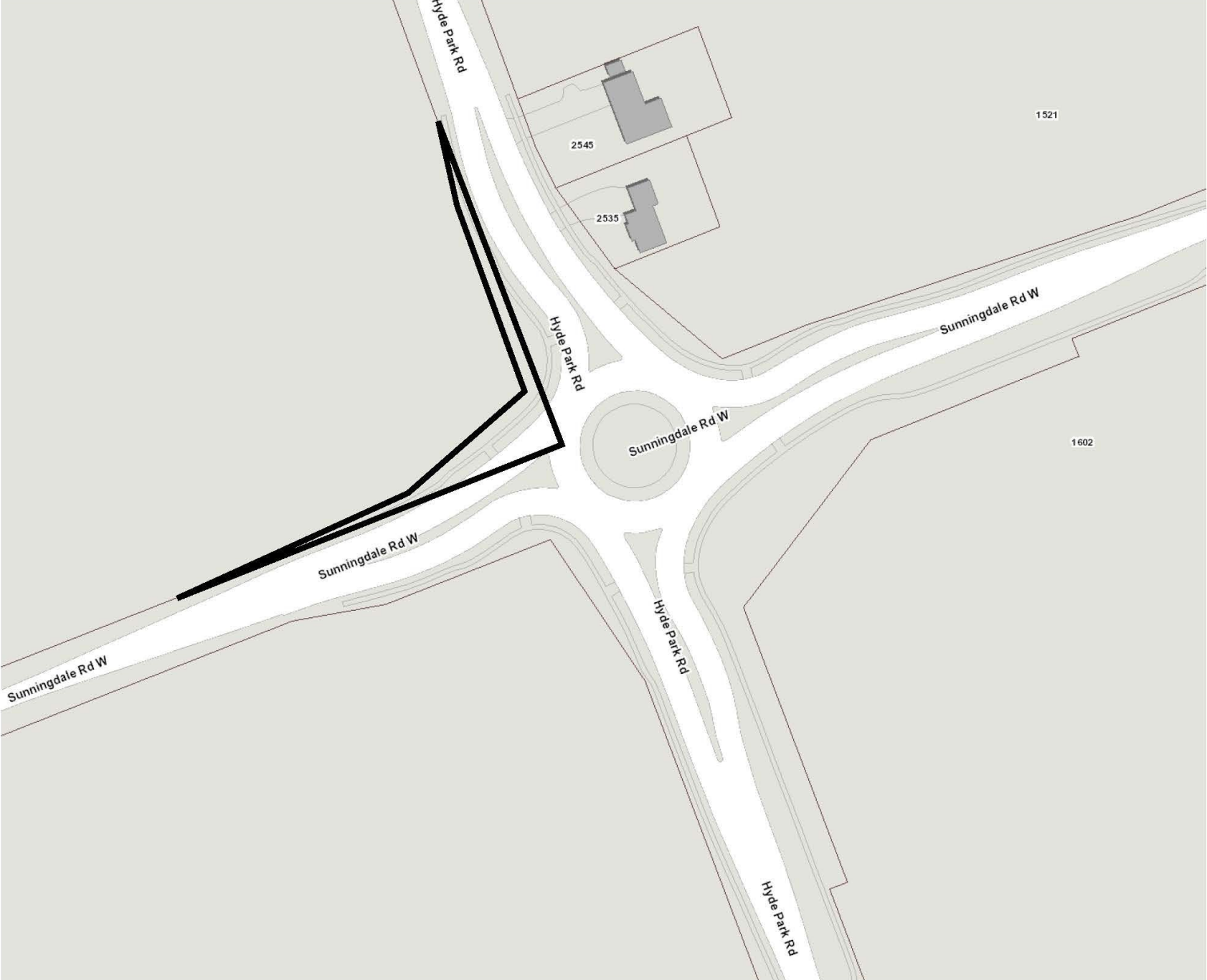
PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

LOCATION MAP



**—————**  
SUBJECT LANDS

Bill No. 357  
2023

By-law No. W.-\_\_\_\_\_ - \_\_\_\_

A by-law to authorize Fire Station 15 – New Station (Project FS1087).

WHEREAS the Treasurer has calculated an updated limit for The Corporation of the City of London using its most recent debt and financial obligation limit determined by the Ministry of Municipal Affairs in accordance with the provisions of Ontario Regulation 403/02, and has calculated the estimated annual amount payable by The Corporation of the City of London in respect of the project described in this by-law and has determined that such estimated annual amount payable does not exceed the Limit;

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

1. Fire Station 15 – New Station (Project FS1087) is hereby authorized.
2. The net cost of this project shall be met by the issue of debentures in an amount not to exceed \$3,403,700.00
3. This by-law comes into force and effect on the day it is passed subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

PASSED in Open Council on September 26, 2023 subject to the provisions of PART VI.1 of the *Municipal Act*, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

Bill No. 358  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 2908 Dundas Street

WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2908 Dundas Street, as shown on the attached map comprising part of Key Map No. A109 **FROM** an h-17\*LI1 Zone **TO** an h-17\*LI1/LI6( ) Zone.

2. Section Number 40.4 of the Light Industrial (LI6) Zone is amended by adding the following Special Provisions:

LI6( )            2908 Dundas Street

a. Regulations

i) A minimum 15-metre-wide landscaped buffer strip shall be retained along the eastern and southern edges of the lot.

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

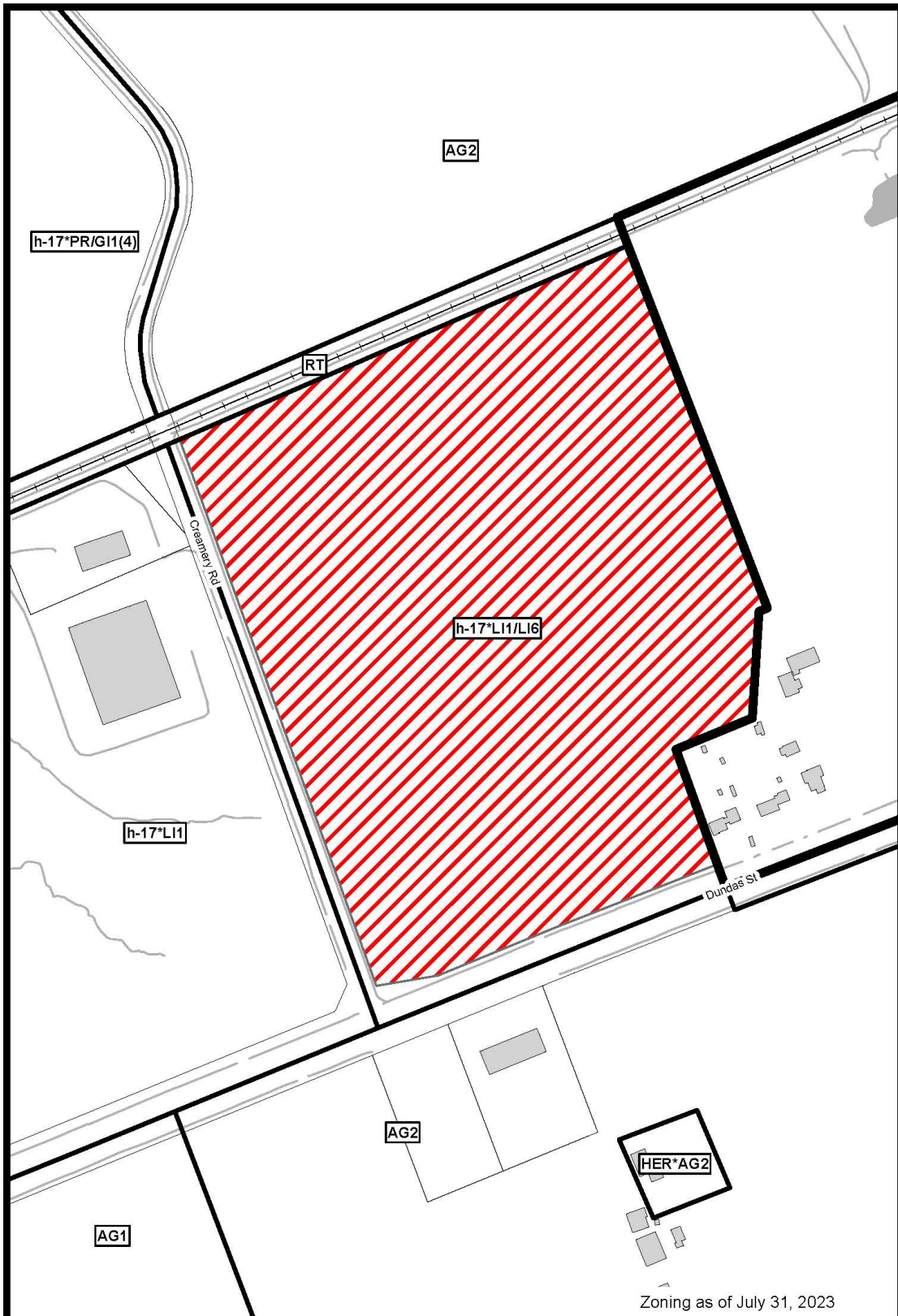
PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.


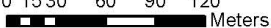

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9627                  Planner: NO                  Date Prepared: 2023/8/16                  Technician: JI                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:3,500</p> <p>0 15 30 60 90 120 Meters </p> <p></p>
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Geodatabase

Bill No. 359  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1992 Fanshawe Park Road West

WHEREAS Southside Construction Management Limited has applied to extend the Temporary Use (T-45) Zone relating to property located at 1992 Fanshawe Park Road West, as set out below for a period not exceeding three (3) years as shown on the map attached as Schedule "A";

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-051390 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning March 24, 2003;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-061476 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning March 27, 2006;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-091848 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period until October 3, 2010;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-111974 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning January 24, 2011;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-142277 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning March 18, 2014;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-172580 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning May 16, 2017;

AND WHEREAS, the Municipal Council of the Corporation of the City of London, by By-law No. Z.-1-172580 approved the Temporary Use for 1992 Fanshawe Park Road West for a temporary period not exceeding three (3) years beginning June 29, 2020;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1992 Fanshawe Park Road West, to extend the temporary use to permit a golf driving range and accessory uses for a period not exceeding three (3) years beginning September 26, 2023
2. Section Number 50.2 of the Temporary (T) Zone is amended by adding the following subsection for a portion of the lands at 1992 Fanshawe Park Road West:

T-45

"This temporary use is hereby extended until September 26, 2026."

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor



Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023



AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: TZ-9636 Planner: BH Date Prepared: 2023/8/8 Technician: RC By-Law No: Z.-1-233131</p>	<p>SUBJECT SITE </p> <p>1:4,000</p> <p>0 20 40 80 120 160 Meters</p> 
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Geodatabase

Bill No. 360  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to  
rezone an area of land located at 1515  
Trossacks Avenue

WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1515 Trossacks Avenue, as shown on the attached map comprising part of Key Map No. A103, **FROM** a Residential R9 (R9-3\*H21) **TO** a Residential R9 Special Provision (R9-3( )\*H21) Zone.

2. Section Number 23.4 of the Residential R9 (R9-3) Zone is amended by adding the following Special Provisions:

R9-3( ) 1515 Trossacks Avenue

a. Regulations

i)	Height (6 Storeys) (Maximum)	21 metres
ii)	Density (Maximum)	269 UPH
iii)	Setback to the Sight Triangle (minimum)	0.4 metres
iv)	Exterior Side Yard Setback (Fanshawe Park Road West) (minimum)	2.0 metres
v)	Exterior Side Yard Setback (3-6 storeys) (Fanshawe Park Road West) (minimum)	4.4 metres
vi)	Exterior Side Yard Patio Setback (minimum)	0.0 metres
vii)	Front Yard Setback (Trossacks Avenue) (minimum)	2.2 metres
viii)	Rear Yard Setback (1-2 Storeys) (minimum)	5.9 metres
ix)	Rear Yard setback (3-6 Storeys) (minimum)	8.3 metres

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

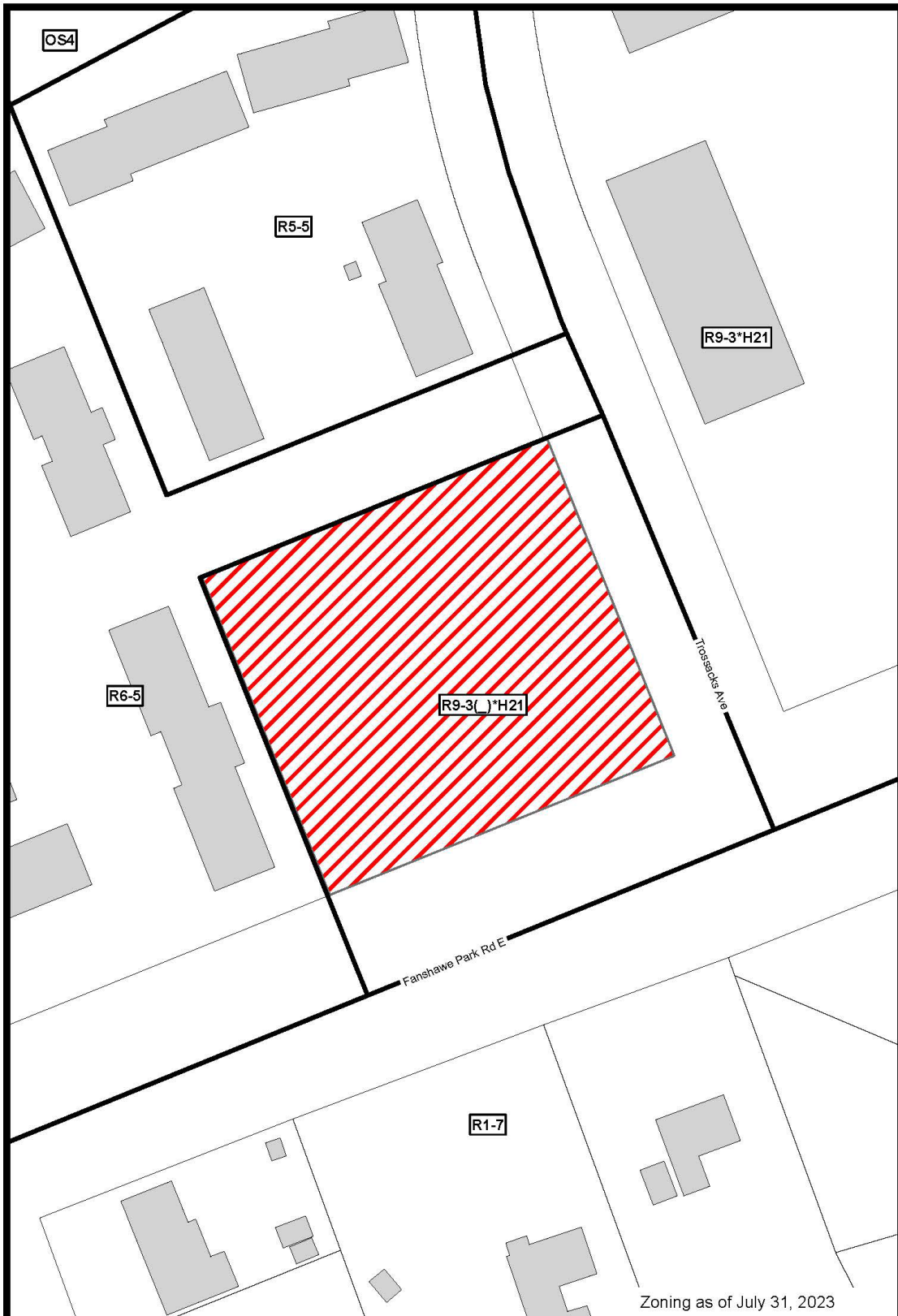
PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: Z-9632  
Planner: BH  
Date Prepared: 2023/8/11  
Technician: JI  
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase

Bill No. 361  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 3030 Singleton  
Avenue

WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3030 Singleton Avenue as shown on the attached map comprising part of Key Map No. A111 **FROM** a Residential R5/R6/R7 (R5-5/R6-5/R7\*D100\*H30) Zone to a Residential R5/R6/R7 Special Provision (R5-5/R6-5/R7( )\*D100\*H30) Zone.

2. Section Number 11.4 of the R7 Zone is amended by adding the following Special Provisions:

R7( ) 3030 Singleton Avenue

a. Additional Permitted Uses

i) School (within a Continuum-of-Care Facility)

b. Regulations

i) Maximum Gross Floor Area 600m<sup>2</sup> (6458.35 sq ft)  
for Schools

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

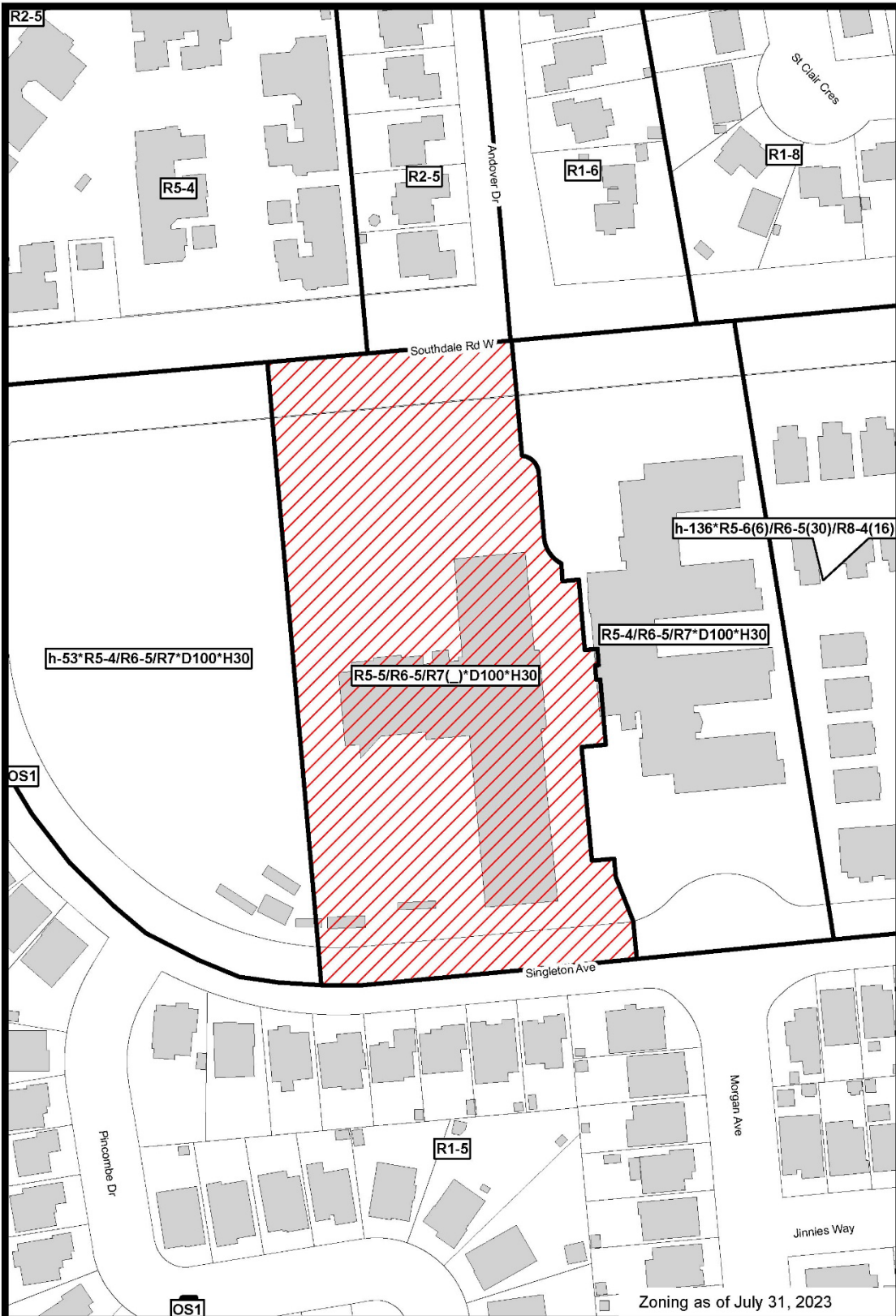
PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.


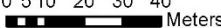

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: Z-9640                  Planner: NO                  Date Prepared: 2023/08/29                  Technician: rc                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40 Meters </p> 
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Geodatabase

Bill No. 362  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1208 Fanshawe  
Park Road East

WHEREAS Masar Development Inc. (c/o Abdul Zaro) has applied to  
rezone an area of land located at 1208 Fanshawe Park Road East, as shown on the  
map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to The Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning  
applicable to lands located at 1208 Fanshawe Park Road East, as shown on the  
attached map comprising part of Key Map No. A103, from a Residential R1 (R1-14)  
Zone to a Residential R5 Special Provision (R5-7(\_)) Zone.

2. Section Number 9.4 of the Residential (R5-7) Zone is amended by adding  
the following Special Provisions:

R5-7 ( ) 1208 Fanshawe Park Road East

a) Regulations:

- |                                  |                        |
|----------------------------------|------------------------|
| i) Front Yard Depth<br>(Minimum) | 3.0 metres (9.8 feet)  |
| ii) Rear Yard Depth<br>(Minimum) | 5.0 metres (16.4 feet) |
| iii) Density<br>(Maximum)        | 74 units per hectare   |

3. The inclusion in this By-law of imperial measure along with metric  
measure is for the purpose of convenience only and the metric measure governs in  
case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in  
accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the  
date of the passage of this by-law or as otherwise provided by the said section.

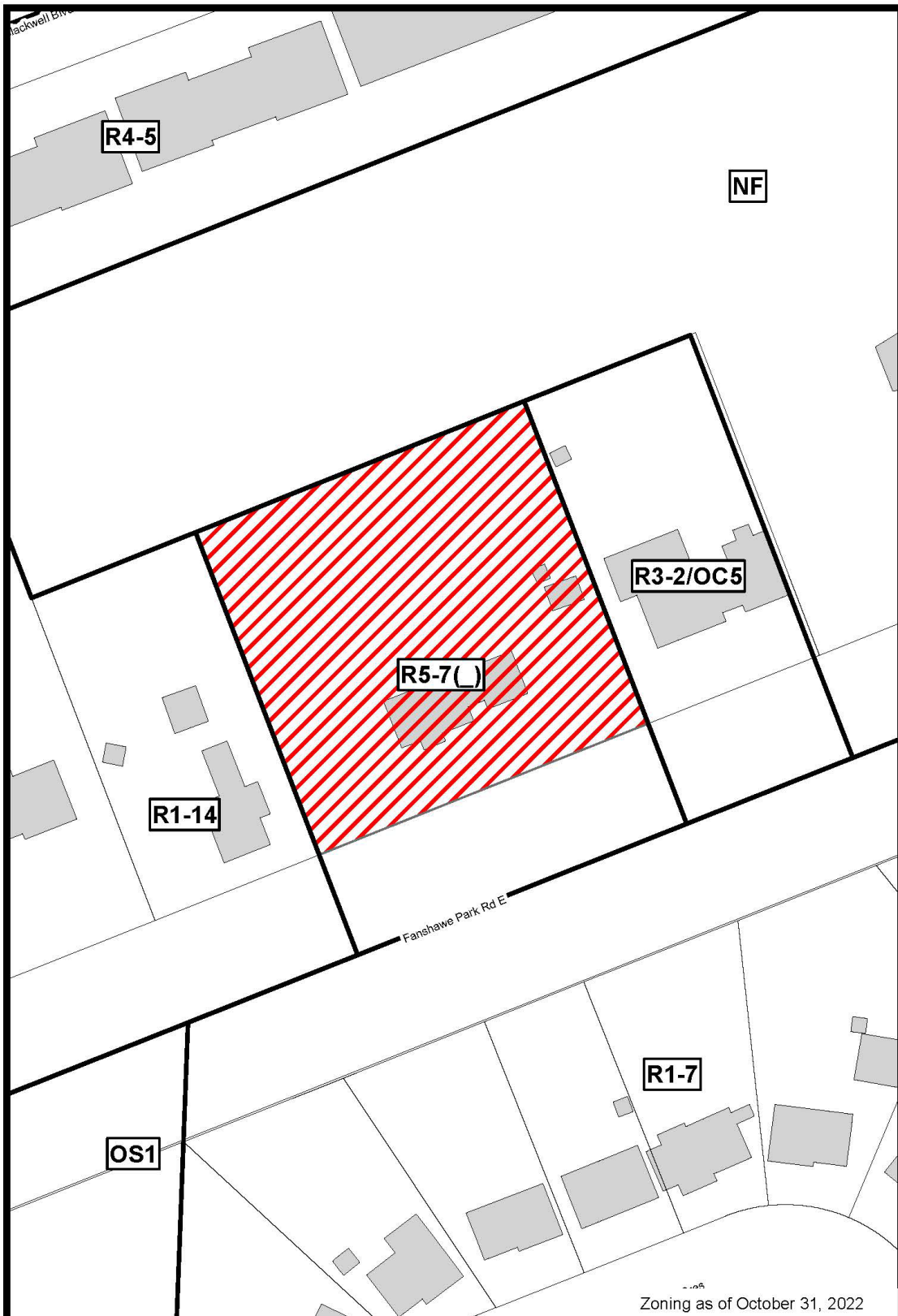
PASSED in Open Council on September 26, 2023, subject to the  
provisions of PART VI.1 of the *Municipal Act, 2001*.

Josh Morgan  
Mayor


Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)




File Number: Z-9539  
Planner: MH  
Date Prepared: 2023/8/9  
Technician: JI  
By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters



Geodatabase



Bill No. 363  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
portion of the lands located at 3234-3274  
Wonderland Road South

WHEREAS Southside Construction Management Ltd. has applied to rezone a portion of the lands located at 3234-3274 Wonderland Road South, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 3234-3274 Wonderland Road South, as shown on the attached map comprising part of Key Map No. 111, **FROM** an Associated Shopping Area Special Provision (ASA8(17)) and Holding Light Industrial (h-17\*LI1/LI7) Zone **TO** an Associated Shopping Area Special Provision (ASA8(\_)) Zone.

2. Section Number 24.4 of the ASA Zone is amended by adding the following Special Provision:

ASA8( ) 3234-3274 Wonderland Road South

a. Permitted Uses:

- i) Permitted uses shall include all uses permitted within the ASA3, ASA4, ASA5, and ASA8 Zones
- ii) One automobile sales and service establishment with a gross floor area of 4,750m<sup>2</sup>

b. Additional Regulations

- i) Total commercial floor area (Maximum): 18,700 m<sup>2</sup> (201,285 sq. ft.)
- ii) Building setback from the Wonderland Road South lot Line(maximum), for a minimum of 10% of the lot line length: 3 metres (9.8 feet)
- iii) Building setback from the Bradley Avenue lot line (maximum), for a minimum of 30% of the lot line length: 3 metres (9.8 feet)
- iv) Building Orientation:  
Primary building façades with dominant signage and primary entrances into commercial units shall face Wonderland Road South
- v) Commercial Floor Area to be located within buildings with a maximum Gross Floor Area of 1,500m<sup>2</sup> (%) (Minimum): 20%

- vi) Setback from Wonderland Road South for buildings with a maximum Gross Floor Area of 1,500 m<sup>2</sup> (Maximum): 18 metres (59.1 feet)
- vii) Portion of the primary, street-facing building façade along Wonderland Road South occupied by public entrances and window openings within the first 4 metres (13.1 feet) of building height (Minimum): 33%
- viii) Single-loaded parking aisle is permitted between Wonderland Road South lot line and primary, street-facing building façade.

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the Municipal Act, 2001.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Bill No. 364  
2023

By-law No. Z.-1-23\_\_\_\_\_

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 1364-1408 Hyde  
Park Road

WHEREAS upon approval of Official Plan Amendment Number \_\_\_\_ this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1364-1408 Hyde Park Road as shown on the attached map **FROM** an Urban Reserve (UR3) Zone **TO** a Holding Special Provision Residential R9 (h-18\*R9-7(\_)) Zone and Open Space (OS1 and OS5) Zones.

2. Section Number 13.4 of the Residential R9 Zone is amended by adding the following Special Provisions:

R9-7( ) 1364-1408 Hyde Park Road

a. Additional permitted uses:

- i) Cluster townhouses
- ii) Cluster stacked townhouses

b. Regulations:

- i) Front yard setback:  
2.0m (except for portions that abut the OS5 Zone, in which case the required setback is 0.0m)
- ii) Interior Side yard setback:  
North: 2.0 metres when the end wall of a unit contains no windows to habitable rooms, or 6.0metres when the wall of a unit contains windows to habitable rooms.  
  
South: 2.0m (except for portions that abut the OS5 Zone, in which case the required setback is 0.0m)
- iii) Rear yard setback: 2.0m
- iv) Height:  
Within 55m of South Zone Boundary: 24.0m  
  
Within 40m of Hyde Park Road,  
beyond 55m of the South Zone Boundary: 21.0m  
  
Remaining Lands within the Zone: 12.0m
- v) Parking: 0.3 spaces per apartment unit
- vi) Additional Regulations: Notwithstanding any provisions of the by-law to the contrary, the zoning regulations shall be applied to the limits of the proposed R9-7( ) Zone Boundary even in the event of further subdivision of these lands.

3. This Amendment shall come into effect in accordance with Section 34 of the *Planning Act, R.S.O. 1990*, c. P13, either upon the date of the passage of this by-law or as otherwise provided by the said section.

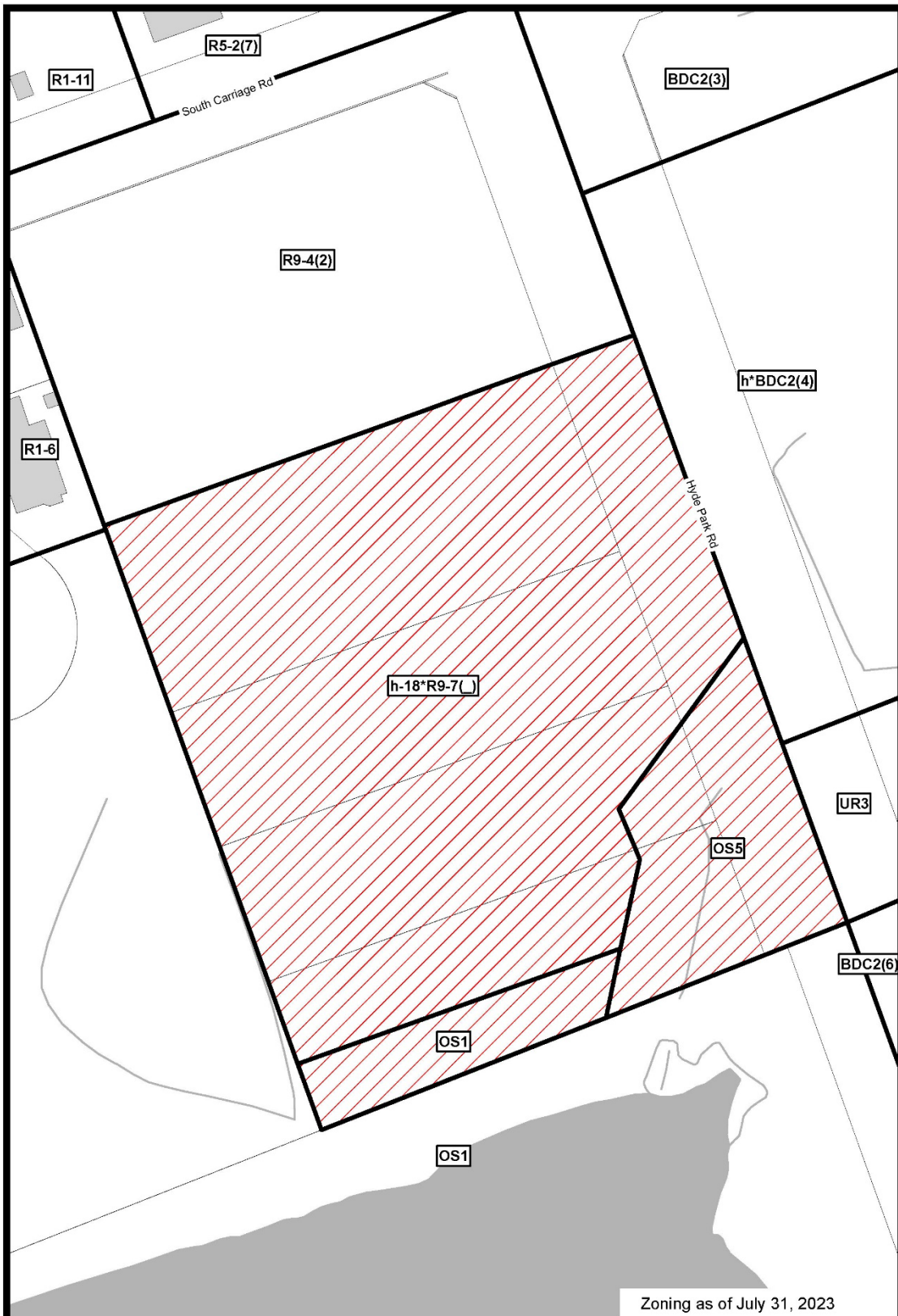
PASSED in Open Council on September 26, 2023, subject to the provisions of PART VI.1 of the *Municipal Act, 2001*.



Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – September 26, 2023  
Second Reading – September 26, 2023  
Third Reading – September 26, 2023

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: OZ-9635                  Planner: LM                  Date Prepared: 2023/8/14                  Technician: JI                  By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,000</p> <p>0 5 10 20 30 40 Meters</p> 
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Geodatabase