



Council Minutes

The 10th Meeting of City Council
May 19, 2020, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, S. Hillier

Also Present: C. Saunders, M. Schulthess, J. Taylor and B. Westlake-Power
Remote Staff Attendance: L. Livingstone, A. Barbon, G. Belch, B. Card, K. Dickins, G. Kotsifas, J. Raycroft, K. Scherr, B. Somers, C. Smith, S. Stafford, B. Warner
The meeting is called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest with respect to Item 5 (clause 5.1) of the 6th Report of the Civic Works Committee, having to do with the property located at 745 Waterloo Street as included in the Deferred Matters List, by indicating that his spouse and daughter operate a business at this location.

Motion made by: S. Lewis
Seconded by: P. Van Meerbergen

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

- a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 168, being a by-law to confirm the proceedings of the Council Meeting held on the 19th Day of May, 2020, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 - 9th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

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

Motion made by: A. Hopkins
Seconded by: S. Turner

That the Minutes of the 9th Meeting held on May 5, 2020, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

None.

7. Motions of Which Notice is Given

None.

8. Reports

8.1 8th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 8th Report of the Corporate Services Committee, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Kayabaga

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) 2019 Year-End Capital Monitoring Report

Motion made by: A. Kayabaga

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Year-End Capital Monitoring Report:

a) the above-noted Report BE RECEIVED for information; it being noted that the life-to-date capital budget represents \$1.9 billion with \$1.3 billion committed and \$0.6 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;

b) the status updates of active 2016 life-to-date capital budgets (2016 and prior) having no future budget requests, appended to the staff report dated May 11, 2020 as Appendix "B", BE RECEIVED for information;

c) the following source of financing adjustments BE APPROVED based on the Civic Administration's ongoing monitoring of the capital budgets; it being noted that these budget adjustments result in one-time pay-as-you-go funding savings of \$422.5 thousand to

mitigate the financial impacts identified in the staff report dated April 28, 2020 with respect to COVID-19 Financial Impacts and Additional Measures for Community Relief:

i) GGINFRA – Infrastructure-ITS, \$172,539 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Information Technology Reserve Fund funding;

ii) PD1146 – Development Management Tracking System Upgrade, \$150,000 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Efficiency, Effectiveness and Economy Reserve funding;

iii) PD1215 – Back To The River, \$100,000 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Economic Development Reserve Fund funding; and,

d) the following actions be taken with respect to the completed capital projects identified in Appendix “C” as appended to the staff report dated May 11, 2020, totalling \$6.8 million of net surplus funding:

i) the capital projects included in the above-noted Appendix “C” BE CLOSED;

ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in part d) i), above:

Rate Supported

A) pay-as-you-go funding of \$23,794 BE TRANSFERRED to capital receipts;

B) authorized debt financing of \$241,675 BE RELEASED resulting in a reduction of authorized, but unissued debt;

C) uncommitted reserve fund drawdowns of \$2,869,062 BE RELEASED from the reserve funds which originally funded the projects;

Non-Rate Supported

D) uncommitted reserve fund drawdowns of \$2,440,165 BE RELEASED from the reserve funds which originally funded the projects;

E) authorized debt financing of \$729,820 BE RELEASED resulting in a reduction of authorized, but unissued debt;

F) other net non-rate supported funding sources of \$466,870 BE ADJUSTED in order to facilitate project closings.

Motion Passed

3. (2.3) 2019 Annual Report on Development Charges Reserve Funds

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Annual Report on Development Charges Reserve Funds:

a) the above-noted Report BE RECEIVED for information in accordance with section 43 (1) of the Development Charges Act, 1997, requiring the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,

b) the Civic Administration BE DIRECTED to make the 2019

Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the Development Charges Act, 1997.

Motion Passed

4. (2.4) Meeting of the Federation of Canadian Municipalities' Board of Directors held on March 3-6, 2020, Saint-Hyacinthe, Quebec

Motion made by: A. Kayabaga

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) update on board activities from the meeting held on March 3-6, 2020 in Saint-Hyacinthe, Quebec BE RECEIVED for information.

Motion Passed

5. (2.1) 2019 Operating Budget Year-End Monitoring Report – Property Tax, Water, Wastewater & Treatment Budgets

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Operating Budget Year-End Monitoring Report:

a) the 2019 Operating Budget Year-End Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets (appended to the staff report dated May 11, 2020 as Appendix A) BE RECEIVED; it being noted that an overview of the net corporate positions are outlined as follows:

i) property Tax Supported Budget position is balanced at year-end, after taking into account \$4.5m to fund 2020-2023 Multi-Year Budget business cases for additional investment, and \$3.2m to offset the financial impacts of COVID-19;

ii) Water Rate Supported Budget position is balanced at year-end;

iii) Wastewater & Treatment Rate Supported Budget position is balanced at year-end;

b) the following contributions to reserves, in accordance with the Council approved Surplus/Deficit Policy, BE RECEIVED for information:

i) \$3.2 million to the Operating Budget Contingency Reserve;

ii) \$1.7 million to the Water Budget Contingency Reserve;

iii) \$3.3 million to the Wastewater Budget Contingency Reserve;

c) the Civic Administration BE AUTHORIZED to utilize \$3.2 million from the Operating Budget Contingency Reserve as a funding source to offset the anticipated financial impacts of COVID-19 on the City's 2020 budget;

d) the request to fund the 2019 London & Middlesex Community Housing operational deficit of approximately \$0.4 million BE APPROVED (see Appendix E as appended to the staff report dated May 11, 2020 for Letter of Request);

e) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to allocate the Traffic Control & Street Lights energy savings from Light Emitting Diodes (LED) upgrades of approximately \$0.9 million from the Property Tax Supported Budget to the Efficiency, Effectiveness and Economy Reserve to accelerate repayment of the funds borrowed for this project;

f) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to allocate the Fleet Management operational savings of approximately \$0.6 million from the Property Tax Supported Budget to the Vehicle and Equipment Replacement Reserve Fund to support replacement costs; and,

g) the Civic Administration's contribution of \$3.7 million (\$3.2 million – Property Tax Supported; \$0.1 million – Water; and \$0.4 million – Wastewater & Treatment) to the Efficiency, Effectiveness and Economy Reserves in 2019 BE RECEIVED for information;

it being noted that the reported year-end position is subject to completion of the financial statement audit.

Motion Passed

6. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: A. Kayabaga

That the Corporate Services Committee Deferred Matters List, as of May 4, 2020 BE RECEIVED.

Motion Passed

8.2 6th Report of the Civic Works Committee

Motion made by: S. Lehman

That the 6th Report of the Civic Works Committee, BE APPROVED, excluding Item 5 (clause 5.1).

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

Mayor E. Holder discloses a pecuniary interest with respect to agenda Item 5.1 - deferred matter #5 - having to do with the property located at 745 Waterloo Street, by indicating that his spouse and child operate a business at this location.

Motion Passed

2. (2.1) 2019 Ministry of the Environment, Conservation and Parks Inspection Report for the City of London Water Distribution System

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated May 12, 2020, with respect to the findings of the 2019 Ministry of the Environment, Conservation and Parks inspection of the City of London Water Distribution System, BE RECEIVED for information.

Motion Passed

3. (2.2) Contract Price Increase: Tender T19-41 Infrastructure Renewal Program - Roehampton Avenue and Monsarrat Avenue Reconstruction

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Roehampton Avenue and Monsarrat Avenue Reconstruction project (T19-41):

- a) the construction contract value with 2376378 Ontario Corp (CH Excavating (2013)) BE INCREASED by \$465,000.00 to \$2,222,521.61 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the construction administration contract with Development Engineering (London) Limited, BE INCREASED by \$51,000.00 to \$315,566.50 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated May 12, 2020;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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.

Motion Passed

4. (2.3) Single Source - Phragmites Control on Roadsides

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the Phragmites Control on Roadsides contract:

- a) that approval hereby BE GIVEN to enter into a four year, with two additional option years, contract for phragmites control along roadsides to Invasive Phragmites Control Centre (IPCC);
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these contracts;

c) the approval hereby given BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with the IPCC to the satisfaction of the Manager of Purchasing and Supply and the Managing Director, Environmental and Engineering Services and City Engineer; and,

d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval.

Motion Passed

5. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List at May 4, 2020 BE APPROVED.

Yeas: (14): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Recuse: (1): Mayor E. Holder

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

Councillor S. Turner inquires with respect to what plans are in place to expand dedicated space to active transportation in London during this time, noting that the better weather is arriving, COVID restrictions are gradually easing and Londoners are beginning to walk and bike in increasing numbers. The Managing Director, Environmental and Engineering Services and City Engineer responds with respect to steps taken and planned.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lehman

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 169 to 174 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: S. Lewis

That Second Reading of Bill No.'s 169 to 174 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: M. Cassidy
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 169 to 174 BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4. Council, In Closed Session

Motion made by: S. Lehman
Seconded by: M. van Holst

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

4.1 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. (6.1/8/CSC)

4.2 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. (6.2/8/CSC)

4.3 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. (6.3/8/CSC)

4.4 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. (6.4/8/CSC)

4.5 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation with respect to the partial expropriation of property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road, 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, in connection with the expropriation of property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road. (6.5/8/CSC)

4.6 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation currently before the Ontario Court of Justice for the Province of Ontario affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with charges under the Occupational Health and Safety Act, against the municipality; and directions and instructions to officers and employees or agents of the municipality regarding litigation currently before the Ontario Court of Justice for the Province of Ontario affecting the municipality. (6.6/8/CSC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The Council convenes, In Closed Session, at 4:23 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

At 4:36 PM, Councillor A. Hopkins leaves the meeting.

The Council reconvenes at 4:53 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor A. Hopkins; it being noted that Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

9. Added Reports

9.1 9th Report of Council in Closed Session

Motion made by: S. Hillier

Seconded by: M. van Holst

1. Agreement to Purchase Industrial Lands – Dancor Phase III Oxford Inc. – 2.0 Acres, Southerly Portion of Parts 1, 2, 3 and 4, Plan 33R-20656 – Skyway Industrial Park

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located on the west side of Robin's Hill Road, containing 2.0 acres, more or less subject to final survey, in the City's Skyway Industrial Park, as

outlined on the sketch attached hereto as Appendix “A”, the following actions be taken:

- a) the Agreement of Purchase and Sale Agreement, attached as Appendix “B”, submitted by Dancor Phase III Oxford Inc. (the “Purchaser”) to purchase from the City approximately 2.0 acres of industrial land located on the west side of Robin’s Hill Road, described as the southerly portion of Parts 1, 2, 3 and 4, Plan 33R-20656, as outlined on the location map attached as Appendix “A”, in the amount of \$160,000, BE ACCEPTED;
- b) the Purchaser to be allowed until 4:00 pm on June 5, 2020 to examine title at his own expense;
- c) the Purchaser is to be allowed until 4:00 pm on June 5, 2020 to carry out soil tests as it might reasonably require; and
- d) the transaction of purchase and sale to be completed on June 18, 2020 after waiver of the title and soil conditions.

2. Offer to Purchase Industrial Lands – Pan Continent Inc. – Lots 3 and 4, Plan 33M-251 – Trafalgar Industrial Park, Phase III

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and City Manager, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located on the east side of Sovereign Road in Trafalgar Industrial Park, Phase III, containing an area of approximately 1.51 acres, being comprised of Lot 3, Plan 33M-251 and Lot 4, Plan 33M-251, as outlined on the sketch attached hereto as Schedule “A”, offer submitted by Pan Continent Inc.. (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$98,150.00 (reflecting a sale price of \$65,000.00 per acre), as outlined on the location map attached, BE APPROVED; subject to the following conditions:

- a) the Purchaser, is allowed 90 days from the date of acceptance of the Agreement to examine title at his own expense;
- b) the Purchaser is allowed 90 days from the date of acceptance of the Agreement to carry out soil test as it might reasonably require;
- c) the Purchaser is allowed 90 days from the date of acceptance of the Agreement to carry out environmental tests as it might reasonably require;
- d) the Purchaser is allowed 90 days from the date of acceptance of the Agreement to carry out geotechnical test as it might reasonably require; and
- e) the transaction of the purchase and sale to be completed within 120 days from the acceptance of the agreement.

3. Property Acquisition – 600 Adelaide Street North – Adelaide Street CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Division Manager, Transportation Planning and Design and the Director, Roads and Transportation, on the advice of the Manager of Realty Services, with respect to the property located at 600 Adelaide Street North, further described as Part of Lot 3, east of Adelaide Street North, Registered Plan 386(3rd), designated as Part 1, Plan 33R-20554, being the whole of PIN 08280-0004 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street North CP Rail Grade Separation Project, the following actions be taken:

a) the offer submitted by Flor Yadira Barahona Franco, attached as Schedule "A", to sell the subject property to the City, for the sum of \$650,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor's reasonable legal, appraisal costs, accounting fees, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage;

iii) the City agreeing to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one (1) year of the date of possession; and

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

4. Property Acquisition – 625 Adelaide Street North – Adelaide Street North CP Rail Grade Separation Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Division Manager, Transportation Planning and Design and the Director, Roads and Transportation, on the advice of the Manager of Realty Services, with respect to the property located at 625 Adelaide Street North, further described as Part of Lots 7 and 8, lots west side of Adelaide Street North, in the City of London, County of Middlesex, designated as Part 4, Plan 33R-20556, being the whole of PIN 08277-0134 (LT), as shown on the location map attached, for the purpose of future road improvement to accommodate the Adelaide Street North CP Rail Grade Separation Project, the following actions be taken:

a) the offer submitted by Grant Cameron Robinson, attached as Schedule "A", to sell the subject property to the City, for the sum of \$2,034,500.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor's reasonable legal, appraisal costs, accounting fees, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage;

iii) the City agreeing to pay the Vendor, on closing, the further sum of \$851,800.00 as additional compensation pursuant to section 18(b) of the Expropriations Act;

iv) the City agreeing to pay the Vendor, on closing, the further sum of \$445,000.00 as additional compensation to acquire a replacement site, pursuant to section 18(b) of the Expropriations Act;

v) the City agreeing to pay the Vendor, should the costs actually be incurred, the further sum of \$82,500.00, which costs represents the estimated development charges that would be incurred should a parcel of land be acquired and improved with a new car wash facility. These funds shall be held back from the balance due on closing. The Vendor shall have until the 2nd anniversary of the completion date of this transaction to obtain a site for a new car wash facility and have a development agreement/site plan for its development approved, at which time the holdback, together with any additional development charges shall be released to the Vendor, and failing which the City shall retain the holdback;

vi) the City agreeing to pay the Vendor, the further sum of \$132,200.00, to purchase new car wash equipment, should the costs actually be incurred. These funds shall be held back from the balance due on closing. The Vendor shall have until the 2nd anniversary of the completion date of this transaction to obtain a site for a new car wash facility and to submit the actual costs of the replacement equipment for re-imbusement, at which time the holdback herein of \$132,200.00, together with any additional costs to purchase the replacement equipment shall be released to the Vendor, and failing which the City shall retain the holdback;

vii) the City agreeing to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession; 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 E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

At 5:07 PM, Councillor A. Kayabaga leaves the meeting.

By-laws, continued

Motion made by: J. Helmer

Seconded by: S. Turner

That Introduction and First Reading of Bill No. 168 and the Added Bill No.'s 175 to 178 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozo, and S. Hillier

Absent: (2): A. Hopkins, and A. Kayabaga

Motion Passed (13 to 0)

At 5:09 PM, Councillor A. Kayabaga enters the meeting.

Motion made by: J. Morgan

Seconded by: E. Pelozo

That Second Reading of Bill No.168 and the Added Bill No.'s 175 to 178 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: E. Pelozo

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No.168 and the Added Bill No.'s 175 to 178 BE APPROVED.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

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

Bill	By-law
Bill No. 168	By-law No. A.-7978-121 – A by-law to confirm the proceedings of the Council Meeting held on the 19th day of May, 2020. (City Clerk)
Bill No. 169	By-law No. S.-6059-122 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Brunson Way) (Chief Surveyor – for unobstructed legal access through the subdivision)
Bill No. 170	By-law No. S.-6060-123 – 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 Hale Street; and as widening to Hale Street, south of Dundas Street) (Chief Surveyor - pursuant to SPA19-006 and in accordance with Zoning By-law Z.-1)
Bill No. 171	By-law No. S.-6061-124 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Gainsborough Road, west of Coronation Drive) (Chief Surveyor - pursuant to Consent B.048/18 and in accordance with Zoning By-law Z.-1)
Bill No. 172	By-law No. S.-6062-125 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening York Street, west of Richmond Street) (Chief Surveyor - pursuant to Site Plan SPA18-127 and in accordance with Zoning By-law Z.-1)
Bill No. 173	By-law No. S.-6063-126 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Oxford Street West, east of Wonderland Road North; and as widening to Wonderland Road North, south of Oxford Street West) (Chief Surveyor - pursuant to SPA19-065 and in accordance with Zoning By-law Z.-1)

Bill No. 174	By-law No. S.-6064-127 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Springbank Drive and Wonderland Road South) (Chief Surveyor - pursuant to SPA17-028 and in accordance with Zoning By-law Z.-1)
Bill No. 175 (ADDED)	By-law No. A.-7979-128 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Pan Continent Inc., for the sale of the City owned industrial land described as Lots 3 and 4, Plan 33M251, in the City’s Trafalgar Industrial Park, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/8/CSC)
Bill No. 176 (ADDED)	By-law No. A.-7980-129 – A by-law to authorize an Option to Purchase Agreement between The Corporation of the City of London and Dancor Phase III Oxford Inc. for approximately 2.0 acres of industrial land located on the west side of Robin’s Hill Road, described as the southerly portion of Parts 1, 2, 3 and 4, Plan 33R-20656 and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/8/CSC)
Bill No. 177 (ADDED)	By-law No. A.-7981-130 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Flor Yadira Barahona Franco for the acquisition of the property located at 600 Adelaide Street North, in the City of London, for the Adelaide Street North CP Grade Separation Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/8/CSC)
Bill No. 178 (ADDED)	By-law No. A.-7982-131 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Grant Cameron Robinson, for the acquisition of property located at 625 Adelaide Street North in the City of London, for the Adelaide Street CPR underpass Project and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/8/CSC)

14. Adjournment

Motion made by: P. Van Meerbergen

Seconded by: S. Lehman

That the meeting adjourn.

Motion Passed

The meeting adjourned at 5:11 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk



Council Minutes

The 9th Meeting of City Council
May 5, 2020, 4:00 PM

Present: Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, S. Hillier

Also Present: C. Saunders, M. Schulthess, J. Taylor and B. Westlake-Power.

Remote Staff Attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, B. Card, C. Cooper, S. Corman, K. Dickins, S. Giustizia, G. Kotsifas, D. Purdy, K. Scherr, E. Skalaski, C. Smith and S. Stafford.

The meeting was called to order at 4:05 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that the following Members were in remote attendance: Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

At 4:06 PM Councillor M. Salih leaves the meeting.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: M. van Holst
Seconded by: P. Van Meerbergen

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 161, being a by-law to confirm the proceedings of the Council Meeting held on the 5th Day of May, 2020, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 - 8th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

At 4:07 PM Councillor M. Salih enters the meeting.

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

Motion made by: S. Hillier

Seconded by: S. Lehman

That the Minutes of the 8th Meeting held on April 21, 2020, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: S. Turner

Seconded by: E. Pelozo

That the communication dated May 3, 2020, from B. Brock with respect to COVID-19 Financial Impacts, BE RECEIVED and BE REFERRED for consideration with Item 2 (2.1) of the 10th Report of the Strategic Priorities and Policy Committee.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 5th Report of the Community and Protective Services Committee

Motion made by: S. Lewis

That the 5th Report of the Community and Protective Services Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, 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) Housing Quarterly Report

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated April 28, 2020 related to the Housing Quarterly Report:

- a) the above-noted staff report BE RECEIVED;
- b) the above-noted staff report BE CIRCULATED to stakeholders, agencies, and community groups including, but not limited to: Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition. (2020-S11)

Motion Passed

3. (2.2) Canada's COVID19 Economic Response Plan Funding Agreement to Support People Experiencing and At Risk of Homelessness (Relates to Bill No. 162)

Motion made by: S. Lewis

That, on the recommendation of the Managing Director of Housing, Social Services and Dearness Home, the revised proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on May 5, 2020, to:

- a) authorize and approve Canada's COVID-19 Economic Response Plan to Provide Support for People Experiencing and At Risk of Homelessness Funding Agreement between Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada, and The Corporation of the City of London, substantially in the form appended to the above-noted by-law as Schedule 1;
- b) authorize the Mayor and the City Clerk to execute the above-noted Funding Agreement;
- c) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to approve any further Amendments to the above-noted Funding Agreement if the Amendments are substantially in the form of the above-noted Funding Agreement;
- d) authorize the Managing Director, Housing, Social Services and Dearness Home, or written designate, to execute any further Amendments to the above-noted Funding Agreement if the Amendments are substantially in the form of the above-noted Funding Agreement;
- e) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to undertake all the administrative, financial and reporting acts, including signing authority, regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Canada's contribution specified in the Agreement that are necessary in connection with the above-noted Funding Agreement; and,

f) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to authorize and execute sub-project funding agreements with approved service providers, in accordance with the City's funding agreement with Canada, using the approved Reaching Home: Canada's Homelessness Strategy Sub-Project Funding Agreement template, as appended to the above-noted by-law. (2020-F11/S14/S08)

Motion Passed

4. (2.3) Homeless Prevention COVID-19 Response and Funding Overview

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home, the staff report dated April 28, 2020, with respect to a COVID-19 Response and Funding Overview related to Homeless Prevention, BE RECEIVED. (2020-S14/S08)

Motion Passed

5. (2.4) Authorization for Core Area Action Plan Funding for a Specialized Housing Development at 744 Dundas Street (Relates to Bill No. 163)

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home and with the concurrence of the CEO and Board of the Housing Development Corporation, London (HDC) the following actions be taken with respect to the proposed Specialized Housing development at 744 Dundas Street, advanced by Indwell Community Homes:

a) the allocations below, as outlined in the Source of Financing Report appended to the staff report dated April 28, 2020, BE AUTHORIZED AND APPROVED:

i) \$4,000,000 as a forgivable loan; and,

ii) up-to \$500,000 as an interest-free repayable loan;

b) the proposed by-law, as appended to the staff report dated April 28, 2020, BE INTRODUCED at the Municipal Council meeting to be held on May 5, 2020, to delegate the authority to sign Affordable Housing Contribution Agreements relating to the supply of affordable housing at 744 Dundas Street to the Managing Director, Housing, Social Services and Dearness Home, or their written designate. (2020-F11A/S11)

Motion Passed

8.2 7th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 7th Report of the Planning and Environment Committee BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 4th Report of the London Advisory Committee on Heritage

Motion made by: M. Cassidy

That the following actions be taken with respect to the 4th Report of the London Advisory Committee on Heritage from its meeting held on March 11, 2020:

a) the Proposal to Host the 2022 Ontario Heritage Conference, as appended to the agenda, BE ENDORSED by the London Advisory Committee on Heritage; it being noted that a verbal delegation by W. Kinghorn, with respect to this matter, was received;

b) the following actions be taken with respect to the Notice of Planning Application, dated February 12, 2020, from C. Lowery, Planner II, related to a Zoning By-law Amendment with respect to the properties located at 1146-1156 Byron Baseline Road:

i) the Civic Administration BE ADVISED that the London Advisory Committee on Heritage (LACH) is satisfied with the research, assessment and conclusions of the Heritage Impact Assessment (HIA) included with the above-noted Notice of Planning Application, and is satisfied that the proposed development will not have an adverse impact on adjacent cultural heritage resources; it being noted that the LACH supports the recommended mitigation measures outlined in the HIA; and,
ii) the possibility of designating the property located at 1158 Byron Baseline Road, under Part IV of the Ontario Heritage Act, BE REFERRED to the Stewardship Sub-Committee for review;

c) the following actions be taken with respect to the Notice of Planning Application, dated March 5, 2020, from C. Parker, Senior Planner, related to London Plan and Zoning By-law Amendments with respect to implementing additional residential unit requirements of the Planning Act city-wide:

i) the above-noted Notice of Planning Application BE REFERRED to the Policy and Planning Sub-Committee for review; and,
ii) C. Parker, Senior Planner, BE INVITED to the Policy and Planning Sub-Committee meeting, when this matter is discussed, and to the following London Advisory Committee on Heritage meeting to provide further information and respond to questions;

d) on the recommendation of the Managing Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act

seeking approval for a proposed park on the property located at 723 Lorne Avenue, located within the Old East Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- the Heritage Planner be consulted on the restoration and installation details for the original school bell and aluminium lettering prior to installation;
- the London Advisory Committee on Heritage (LACH) be consulted on the cultural heritage interpretive sign to commemorate the former Lorne Avenue Public School prior to its production and installation; and,
- consideration be given to including more plant species identified in Table 5.1 of the Old East Heritage Conservation District Conservation Guidelines, as appended to the staff report dated March 11, 2020, in the planting plan for the Lorne Avenue Park;

it being noted that the LACH strongly recommends the use of decorative metal fencing along the south end of Lorne Avenue Park;

it being further noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, with respect to this matter, was received;

- e) on the recommendation of the Director, Planning and City Planner, with the advice of the Heritage Planner, the properties located at 74 Wellington Road and 78 Wellington Road BE REMOVED from the Register of Cultural Heritage Resources; it being noted that the presentation appended to the 4th Report of the London Advisory Committee on Heritage from K. Gonyou, Heritage Planner, was received with respect to this matter; and,
- f) clauses 1.1, 3.1, 3.2 and 5.3 BE RECEIVED for information.

Motion Passed

3. (2.2) Urban Agriculture Strategy - 2019 Annual Report

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated April 27, 2020 entitled "Urban Agriculture Strategy 2019 Annual Report" providing an update on the implementation of the Urban Agriculture Strategy since late 2017, BE RECEIVED for information.

Motion Passed

4. (2.3) Provincial Policy Statement 2020

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated April 27, 2020 entitled "Provincial Policy Statement (PPS) 2020" outlining the final version of the Provincial Policy Statement that was released on February 28, 2020, BE RECEIVED for information.

Motion Passed

5. (2.7) Foxwood Subdivision Phase 3 - 1602 Sunningdale Road
Subdivision Agreement Special Provisions 39T-11503

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Foxwood Developments (London) Inc., for the subdivision of land over Part of Lot 24, Concession 5, situated on the south side of Sunningdale Road West, east of Hyde Park Road, municipally known as 1602 Sunningdale Road West:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxwood Developments (London) Inc., for the Foxwood Subdivision, Phase 3 (39T-11503) appended to the staff report dated April 27, 2020 as Appendix "A", BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated April 27, 2020 as Appendix "B";
- c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated April 27, 2020 as Appendix "C"; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfil its conditions.

Motion Passed

6. (2.8) 935-341 Longworth Road (H-9175) (Relates to Bill No. 167)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Drewlo Holdings Inc., relating to the properties located at 935-941 Longworth Road, the proposed by-law appended to the staff report dated April 27, 2020 BE INTRODUCED at the Municipal Council meeting to be held on May 5, 2020 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the lands FROM a holding Residential R1 Special Provision (h-94*R1-6(4)) TO a Residential R1 Special Provision (R1-6(4)) Zone to remove the holding provision.

Motion Passed

7. (2.9) Exemption for Part-Lot Control - 2673 Asima Drive and 3313 Strawberry Walk

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Rockwood Homes, to exempt Blocks 50 and 51, Plan 33M-699 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act*, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated April 27, 2020 BE INTRODUCED at a future Municipal Council meeting, to Blocks 50 and 51, Plan 33M-699 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-5(2)) which permits street townhouse dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Blocks 50 and 51, Plan 33M-699 as noted in clause a) above:
- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the applicant submit a draft reference plan to Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the applicant submits to Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
 - vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
 - viii) the applicant shall obtain confirmation from Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
 - ix) the applicant shall obtain approval from Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
 - x) the applicant shall submit to Development Services confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
 - xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Chief Building Official for lots being developed in any future reference plan;
 - xii) the applicant shall provide a draft transfer of the easements to be registered on title; and,
 - xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-

established by the repeal of the bylaw affecting the Lots/Block in question.

Motion Passed

8. (2.10) Building Division Monthly Report for February 2020

Motion made by: M. Cassidy

That the Building Division Monthly Report for the month of February, 2020 BE RECEIVED for information.

Motion Passed

9. (2.4) Meadowlilly Subdivision Amendment Agreement 39T-00517

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the Subdivision Agreement between The Corporation of the City of London and Rembrandt Meadowlilly Inc., for the subdivision of land over Registered Plan 33M-603, located on the north side of Commissioners Road East, east of Highbury Avenue South, across from Chelton Road:

a) the Amending Agreement between The Corporation of the City of London and Rembrandt Meadowlilly Inc. appended to the staff report dated April 27, 2020 BE APPROVED for the Meadowlilly Subdivision (Registered Plan 33M-603); and,

b) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any further amending agreements and all documents required to fulfill its conditions.

Motion Passed

10. (2.5) Request for Council Resolution, under section 45(1.4) of the Planning Act, R.S.O. 1990, c. P.13 - 809 Dundas Street East (Z-8875)

Motion made by: M. Cassidy

That, the following actions be taken with respect to the property located at 809 Dundas Street:

a) on the recommendation of the City Clerk, the report dated April 27, 2020 and entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990, c. P.13 - 809 Dundas Street" BE RECEIVED for information; and,

b) the Managing Director, Development and Compliance Services and Chief Building Official BE AUTHORIZED to submit a Minor Variance application for the property located at 809 Dundas Street.

Motion Passed

11. (2.6) 130, 136, 146 and 164 Pond Mills Road Pond Mills Subdivision Agreement Special Provisions 39T-12501

Motion made by: M. Cassidy

That the application to enter into a subdivision agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the subdivision of land over Lot 1, Lot 7 and Lot 8 Registered Plan No. 284(C) and Part of Lot 17 and Lot 18 Broken Front Concession B (Geographic Township of Westminster) and Part of Block 73 Plan 33M-269 in the City of London, County of Middlesex, situated on the east of Pond Mills Road, south of the Thames River, and west of Shelborne Place, municipally known as 130, 136, 146 and 164 Pond Mills Road BE REFERRED back to the Civic Administration for further consultation with the applicant and to report back to a future meeting of the Planning and Environment Committee.

Motion Passed

12. (5.1) Hamilton Road Community Improvement Plan

Motion made by: M. Cassidy

That Civic Administration BE DIRECTED to take the actions necessary to implement the Façade Improvement and Upgrade to Building Code Forgivable Loan Programs for the Hamilton Road Community Improvement Plan Project Area; it being noted that funding to support these Programs are available in the CIP Loan Reserve Fund; it being noted that the Planning and Environment Committee reviewed and received a communication dated March 4, 2020 from Councillor M. van Holst with respect to this matter.

Motion Passed

- 8.3 10th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Helmer

That the 10th Report of the Strategic Priorities and Policy Committee, excluding Item 2 (2.1), BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That if BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (2.2) Governance Requirements and Recommendations - Housing Development Corporation, London (Relates to Bill No.'s 164 & 165)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Housing, Social Services and Dearness Home and concurrently the Board, Housing Development Corporation, London (HDC), the following actions be taken with respect to the Housing Development Corporation, London (HDC):

- a) the staff report dated April 28, 2020 entitled "Governance Requirements and Recommendations – Housing Development Corporation, London, BE RECEIVED;
- b) the proposed by-law as appended to staff report dated April 28, 2020 as Appendix "A" being "A by-law to repeal By-law No. A.07891-264 being "A by-law to appoint an interim director of the Housing Development Corporation, London" BE INTRODUCED at the Municipal Council Meeting to be held on May 5, 2020; and,
- c) the proposed by-law as appended to the staff report dated April 28, 2020 as Appendix "B" being "A by-law to appoint an interim director of the Housing Development Corporation, London" BE INTRODUCED at the Municipal Council Meeting to be held on May 5, 2020.

Motion Passed

4. (4.1) Request for a Shareholder's Meeting - Housing Development Corporation, London

Motion made by: J. Helmer

That the following actions be taken with respect to the 2019 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

- a) the 2019 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 9, 2020, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and
- b) the City Clerk BE DIRECTED to provide notice of the 2019 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 7, 2020 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to this matter.

Motion Passed

5. (4.2) Request for a Shareholder's Meeting – London Hydro Inc.

Motion made by: J. Helmer

That the following actions be taken with respect to the 2019 Annual General Meeting of the Shareholder for London Hydro Inc.:

a) the 2019 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 9, 2020, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2019 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 2, 2020, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Motion Passed

6. (4.3) Request for a Shareholder's Meeting - London-Middlesex Community Housing

Motion made by: J. Helmer

That the following actions be taken with respect to the 2019 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

a) the 2019 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 9, 2020, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and

b) the City Clerk BE DIRECTED to provide notice of the 2019 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 17, 2020, from A. Mackenzie, Interim CEO, London & Middlesex Community Housing, with respect to this matter.

Motion Passed

7. (4.4) London Public Library Board Vacancy Notification

Motion made by: J. Helmer

That the following actions be taken with respect to the London Public Library Board vacancy notification:

- a) the resignation of D. Vachon from the Library Board of Directors BE ACCEPTED; and,
- b) the City Clerk BE DIRECTED to:
 - i) contact current applications on file, to confirm that those individual remain interested in consideration for appointment;
 - ii) seek additional applications to fill the vacancy on the Board; and
 - iii) bring forward the applications, noted in parts i) and ii), above, for consideration at a future meeting of the Strategic Priorities and Policy Committee.

Motion Passed

8. (4.5) Hamilton Road BIA

Motion made by: J. Helmer

That the following actions be taken with respect to the Hamilton Road Business Improvement Area Board of Management:

- a) the resignations of Cassi Mask-Wildman and Raphael Metron BE ACCEPTED; and
- b) Chantal Watier BE APPOINTED for the term ending November 15, 2022.

Motion Passed

2. (2.1) COVID-19 Financial Impacts and Additional Measures for Community Relief

Motion made by: J. Helmer

That the following actions be taken with respect to the COVID-19 Financial Impacts and Additional Measures for Community Relief report dated April 28, 2020:

- a) the overview of projected financial impacts of COVID-19 on The Corporation of the City of London BE RECEIVED for information;
- b) the summary of initiatives and programs implemented by the federal and provincial governments to support Ontarians through COVID-19 pandemic BE RECEIVED for information;
- c) the advocacy priorities with our federal and provincial partners outlined in the staff report dated April 28, 2020 BE ENDORSED;
- d) the Mayor BE DIRECTED to submit the first report of the Mayor's Economic and Social Impact and Recovery Task Forces to

the federal and provincial governments;

e) the following measures outlined in the staff report, dated April 28, 2020, to provide further relief to individuals and businesses, BE APPROVED for implementation:

- i) London Good Food Box Program (Initiative 1);
- ii) Harvest Bucks Contribution Program (Initiative 2);
- iii) Housing Stability Bank Program (Initiative 4);
- iv) Deferral of rent payments for tenants of City-owned properties (Initiative 5);
- v) Closing the digital divide for students and families (Initiative 7);
- vi) Coordinating the delivery of fresh, health food to people who are quarantining or self-isolating (Initiative 8);
- vii) Extension of Payment terms for 60 days for invoices (Initiative 9);
- viii) Extension of the remittance period for Municipal Accommodation Tax revenues (Initiative 10);
- ix) Flexibility in loading/unloading and delivery times (Initiative 11);

f) the Civic Administration BE AUTHORIZED to waive the requirement, as outlined in the Reserve and Reserve Fund Policy, to charge interest on internal borrowings from reserves and reserve funds and temporary negative balances in reserves and reserve funds; and,

g) the Civic Administration BE DIRECTED to finalize the approach to mitigate the projected budget shortfall through the 2020 Mid-Year Operating Budget Monitoring Report;

it being noted that the Strategic Priorities and Policy Committee received additional information from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and a communication dated April 23, 2020 from C. Butler with respect to this matter.

Amendment:

Motion made by: J. Morgan

Seconded by: Mayor E. Holder

That clause 2.1 BE AMENDED by adding the following new part h):

h) the Mayor BE REQUESTED to advise the Federal and Provincial Government that the City of London endorses the Federation of Canadian Municipalities' (FCM) call for the Federal and Provincial government to provide \$10 billion in emergency operating assistance for municipalities to address current fiscal challenges and continue to provide vital services to Londoners, including our most vulnerable populations; it being noted that the Civic Administration will ensure that the work being undertaken by the City of London aligns with this call for action;

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: P. Squire
Seconded by: S. Lewis

That Item 2 (2.1), as amended, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Item 2 (2.1), as amended, reads as follows:

That the following actions be taken with respect to the COVID-19 Financial Impacts and Additional Measures for Community Relief report dated April 28, 2020:

- a) the overview of projected financial impacts of COVID-19 on The Corporation of the City of London BE RECEIVED for information;
- b) the summary of initiatives and programs implemented by the federal and provincial governments to support Ontarians through COVID-19 pandemic BE RECEIVED for information;
- c) the advocacy priorities with our federal and provincial partners outlined in the staff report dated April 28, 2020 BE ENDORSED;
- d) the Mayor BE DIRECTED to submit the first report of the Mayor's Economic and Social Impact and Recovery Task Forces to the federal and provincial governments;
- e) the following measures outlined in the staff report, dated April 28, 2020, to provide further relief to individuals and businesses, BE APPROVED for implementation:
 - i) London Good Food Box Program (Initiative 1);
 - ii) Harvest Bucks Contribution Program (Initiative 2);
 - iii) Housing Stability Bank Program (Initiative 4);
 - iv) Deferral of rent payments for tenants of City-owned properties (Initiative 5);
 - v) Closing the digital divide for students and families (Initiative 7);
 - vi) Coordinating the delivery of fresh, health food to people who are quarantining or self-isolating (Initiative 8);
 - vii) Extension of Payment terms for 60 days for invoices (Initiative 9);
 - viii) Extension of the remittance period for Municipal Accommodation Tax revenues (Initiative 10);
 - ix) Flexibility in loading/unloading and delivery times (Initiative 11);
- f) the Civic Administration BE AUTHORIZED to waive the requirement, as outlined in the Reserve and Reserve Fund Policy, to charge interest on internal borrowings from reserves and reserve funds and temporary negative balances in reserves and reserve funds;

g) the Civic Administration BE DIRECTED to finalize the approach to mitigate the projected budget shortfall through the 2020 Mid-Year Operating Budget Monitoring Report; it being noted that the Strategic Priorities and Policy Committee received additional information from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and a communication dated April 23, 2020 from C. Butler with respect to this matter; and,

h) the Mayor BE REQUESTED to advise the Federal and Provincial Government that the City of London endorses the Federation of Canadian Municipalities' (FCM) call for the Federal and Provincial government to provide \$10 billion in emergency operating assistance for municipalities to address current fiscal challenges and continue to provide vital services to Londoners, including our most vulnerable populations; it being noted that the Civic Administration will ensure that the work being undertaken by the City of London aligns with this call for action;.

it being noted that the Strategic Priorities and Policy Committee received additional information from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and a communication dated April 23, 2020 from C. Butler with respect to this matter.

10. Deferred Matters

None.

11. Enquiries

Councillor P. Squire enquires with respect to the current backyard fire ban, the Managing Director Neighbourhood, Children and Fire Services responds with indication that the matter is being reviewed and an update would be forthcoming.

12. Emergent Motions

None.

13. By-laws

Motion made by: A. Hopkins
Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 162 to 167, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

Motion made by: S. Lewis
Seconded by: M. van Holst

That Second Reading of Bill No.'s 162 to 167, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

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

That Third Reading and Enactment of Bill No.'s 162 to 167, inclusive, BE APPROVED.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

4. Council, In Closed Session

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

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

a) A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/7/PEC)

b) A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.2/7/PEC)

c) A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal ("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/7/PEC)

d) A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one or more of the Corporation's unions and communications necessary for that purpose regarding the COVID-19 emergency. (6.1/10/SPPC)

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Motion Passed (15 to 0)

The Council convenes In Closed Session at 4:47 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E Pelosa, A. Kayabaga and S. Hillier were in remote attendance.

At 5:13 PM, Councillor M. Salih leaves the meeting.

At 5:39 PM, Councillor M. van Holst leaves the meeting.

At 5:42 PM, Councillor M. van Holst enters the meeting.

At 6:02 PM, Councillor A. Hopkins leaves the meeting.

The Council reconvenes at 6:07 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillors M. Salih and A. Hopkins; it being noted that Councillors M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier were in remote attendance.

9. Added Reports

9.1 8th Report of Council in Closed Session

Motion made by: J. Helmer

Seconded by: S. Hillier

That it BE NOTED that progress was reported on the following Council, In Closed Session matters:

a) a matter subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.(6.1/7/PEC)

b) a matter subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation.(6.2/7/PEC)

c) a matter subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Local Planning Appeal Tribunal("LPAT"), and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.3/7/PEC)

d) a matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regards to one or more of the Corporation's unions and communications necessary for that purpose regarding the COVID-19 emergency. (6.1/10/SPPC)

Motion Passed

Motion made by: M. van Holst

Seconded by: E. Pelozza

That Introduction and First Reading of Bill No. 161 BE APPROVED.

Motion Passed

Motion made by: M. van Holst

Seconded by: S. Hillier

That Second Reading of Bill No.161 BE APPROVED.

Motion Passed

Motion made by: P. Van Meerbergen
Seconded by: S. Turner

That Third Reading and Enactment of Bill No.161 BE APPROVED.

Motion Passed

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

Bill	By-law
Bill No. 161	By-law No. A.-7973-115 – A by-law to confirm the proceedings of the Council Meeting held on the 5th day of May, 2020. (City Clerk)
Bill No. 162	By-law No. A.-7974-116 – A by-law to approve Canada's COVID-19 Economic Response Plan Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development Canada; and, to delegate authority to execute the Agreements.(2.2/5/CPSC)
Bill No. 163	By-law No. A.-7975-117 – A by-law to delegate the authority to sign Affordable Housing Contribution Agreements relating to the supply of affordable housing at 744 Dundas Street to the Managing Director, Housing, Social Services and Dearness Home, or their written designate. (2.4/5/CPSC)
Bill No. 164	By-law No. A.-7976-118 – A by-law to repeal By-law No. A.-7891-264 being "A by-law to appoint an interim director of the Housing Development Corporation, London". (2.2b/10/SPPC)
Bill No. 165	By-law No. A.-7977-119 – A by-law to appoint an interim director of the Housing Development Corporation, London. (2.2c/10/SPPC)
Bill No. 166	By-law No. W.-5666-120 – A by-law to authorize the Exeter Road and Wellington Road Intersection Improvements (project TS1576). (2.7/5/CWC)
Bill No. 167	By-law No. Z.-1-202844 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at located at 935-941 Longworth Road. (2.8/7/PEC)

14. Adjournment

Motion made by: S. Turner
Seconded by: M. Salih

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourns at 6:10 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Corporate Services Committee

Report

8th Meeting of the Corporate Services Committee
May 11, 2020

PRESENT: Councillors A. Kayabaga (Chair), M. van Holst, J. Helmer, J. Morgan, A. Hopkins, Mayor E. Holder

ALSO PRESENT: M. Schulthess, S. Spring, B. Westlake-Power
Remote attendance: Councillors M. Cassidy, S. Hillier, S. Lewis, E. Pelozo; L. Livingstone, A.L. Barbon, G. Belch, B. Card, K. Dickins, G. Kotsifas, D. Munteer, K. Murray, K. Scherr, E. Skalski, C. Smith, B. Warner

The meeting is called to order at 12:06 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors M. van Holst, J. Helmer, J. Morgan, A. Hopkins.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: A. Hopkins

That consent items 2.2 to 2.4 BE APPROVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

2.2 2019 Year-End Capital Monitoring Report

Moved by: E. Holder

Seconded by: A. Hopkins

That on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Year-End Capital Monitoring Report:

a) the above-noted Report BE RECEIVED for information; it being noted that the life-to-date capital budget represents \$1.9 billion with \$1.3 billion committed and \$0.6 billion uncommitted; it being further noted that the City Treasurer, or designate, will undertake the housekeeping adjustments identified in the Report, in accordance with the Multi-Year Budget Policy adopted by By-law No. CPOL.-45-241;

b) the status updates of active 2016 life-to-date capital budgets (2016 and prior) having no future budget requests, appended to the staff report dated May 11, 2020 as Appendix "B", BE RECEIVED for information;

c) the following source of financing adjustments BE APPROVED based on the Civic Administration's ongoing monitoring of the capital budgets; it being noted that these budget adjustments result in one-time pay-as-you-go funding savings of \$422.5 thousand to mitigate the financial impacts identified in the staff report dated April 28, 2020 with respect to COVID-19

Financial Impacts and Additional Measures for Community Relief:

- i) GGINFRA – Infrastructure-ITS, \$172,539 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Information Technology Reserve Fund funding;
- ii) PD1146 – Development Management Tracking System Upgrade, \$150,000 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Efficiency, Effectiveness and Economy Reserve funding;
- iii) PD1215 – Back To The River, \$100,000 of pay-as-you-go funding BE TRANSFERRED to capital receipts and BE SUBSTITUTED with Economic Development Reserve Fund funding; and,

d) the following actions be taken with respect to the completed capital projects identified in Appendix “C” as appended to the staff report dated May 11, 2020, totalling \$6.8 million of net surplus funding:

- i) the capital projects included in the above-noted Appendix “C” BE CLOSED;
- ii) the following actions be taken with respect to the funding associated with the capital projects approved for closure in part d) i), above:

Rate Supported

- A) pay-as-you-go funding of \$23,794 BE TRANSFERRED to capital receipts;
- B) authorized debt financing of \$241,675 BE RELEASED resulting in a reduction of authorized, but unissued debt;
- C) uncommitted reserve fund drawdowns of \$2,869,062 BE RELEASED from the reserve funds which originally funded the projects;

Non-Rate Supported

- D) uncommitted reserve fund drawdowns of \$2,440,165 BE RELEASED from the reserve funds which originally funded the projects;
- E) authorized debt financing of \$729,820 BE RELEASED resulting in a reduction of authorized, but unissued debt;
- F) other net non-rate supported funding sources of \$466,870 BE ADJUSTED in order to facilitate project closings.

Motion Passed

2.3 2019 Annual Report on Development Charges Reserve Funds

Moved by: E. Holder

Seconded by: A. Hopkins

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Annual Report on Development Charges Reserve Funds:

- a) the above-noted Report BE RECEIVED for information in accordance with section 43 (1) of the *Development Charges Act, 1997*, requiring the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,
- b) the Civic Administration BE DIRECTED to make the 2019 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council’s obligation under section 43 (2.1) of the *Development Charges Act, 1997*.

Motion Passed

- 2.4 Meeting of the Federation of Canadian Municipalities' Board of Directors held on March 3-6, 2020, Saint-Hyacinthe, Quebec

Moved by: E. Holder

Seconded by: A. Hopkins

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) update on board activities from the meeting held on March 3-6, 2020 in Saint-Hyacinthe, Quebec BE RECEIVED for information.

Motion Passed

- 2.1 2019 Operating Budget Year-End Monitoring Report – Property Tax, Water, Wastewater & Treatment Budgets

Moved by: J. Helmer

Seconded by: J. Morgan

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2019 Operating Budget Year-End Monitoring Report:

a) the 2019 Operating Budget Year-End Monitoring Report for the Property Tax Supported Budget, Water, and Wastewater & Treatment Budgets (appended to the staff report dated May 11, 2020 as Appendix A) BE RECEIVED; it being noted that an overview of the net corporate positions are outlined as follows:

i) property Tax Supported Budget position is balanced at year-end, after taking into account \$4.5m to fund 2020-2023 Multi-Year Budget business cases for additional investment, and \$3.2m to offset the financial impacts of COVID-19;

ii) Water Rate Supported Budget position is balanced at year-end;

iii) Wastewater & Treatment Rate Supported Budget position is balanced at year-end;

b) the following contributions to reserves, in accordance with the Council approved Surplus/Deficit Policy, BE RECEIVED for information:

i) \$3.2 million to the Operating Budget Contingency Reserve;

ii) \$1.7 million to the Water Budget Contingency Reserve;

iii) \$3.3 million to the Wastewater Budget Contingency Reserve;

c) the Civic Administration BE AUTHORIZED to utilize \$3.2 million from the Operating Budget Contingency Reserve as a funding source to offset the anticipated financial impacts of COVID-19 on the City's 2020 budget;

d) the request to fund the 2019 London & Middlesex Community Housing operational deficit of approximately \$0.4 million BE APPROVED (see Appendix E as appended to the staff report dated May 11, 2020 for Letter of Request);

e) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to allocate the Traffic Control & Street Lights energy savings from Light Emitting Diodes (LED) upgrades of approximately \$0.9 million from the Property Tax Supported Budget to the Efficiency, Effectiveness and Economy Reserve to accelerate

repayment of the funds borrowed for this project;

f) notwithstanding the Council approved Surplus/Deficit Policy, the Civic Administration BE AUTHORIZED to allocate the Fleet Management operational savings of approximately \$0.6 million from the Property Tax Supported Budget to the Vehicle and Equipment Replacement Reserve Fund to support replacement costs; and,

g) the Civic Administration's contribution of \$3.7 million (\$3.2 million – Property Tax Supported; \$0.1 million – Water; and \$0.4 million – Wastewater & Treatment) to the Efficiency, Effectiveness and Economy Reserves in 2019 BE RECEIVED for information;

it being noted that the reported year-end position is subject to completion of the financial statement audit.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Corporate Services Committee Deferred Matters List

Moved by: M. van Holst

Seconded by: E. Holder

That the Corporate Services Committee Deferred Matters List, as of May 4, 2020 BE RECEIVED.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: A. Hopkins

Seconded by: M. van Holst

That the Corporate Services Committee convene, In Closed Session, for the purpose of considering the following:

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation with respect to the partial expropriation of property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road, 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, in connection with the expropriation of property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation in connection with the expropriation of a property located at at 2115 Wilton Grove Road and 2264 Wilton Grove Road.

6.6 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation currently before the Ontario Court of Justice for the Province of Ontario affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with charges under the Occupational Health and Safety Act, against the municipality; and directions and instructions to officers and employees or agents of the municipality regarding litigation currently before the Ontario Court of Justice for the Province of Ontario affecting the municipality.

Yeas: (6): A. Kayabaga, M. van Holst, J. Helmer, J. Morgan, A. Hopkins, and E. Holder

Motion Passed (6 to 0)

The Corporate Services Committee convenes, In Closed Session, from 12:28 PM to 1:45 PM.

7. Adjournment

The Meeting adjourned at 1:47 PM.

Civic Works Committee

Report

The 6th Meeting of the Civic Works Committee
May 12, 2020

PRESENT: Councillors S. Lehman (Chair), S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, Mayor E. Holder

ALSO PRESENT: S. Corman, S. Spring, D. Turner, and B. Westlake-Power

Remote attendance: Councillors J. Helmer, S. Hillier, and A. Hopkins; K. Dawtrey, D. MacRae, S. Mathers, J. Raycroft, K. Scherr, and J. Stanford

The meeting was called to order at 12:02 PM; it being noted that the following Members were in remote attendance: Councillors M. Cassidy, E. Pelozza, P. Van Meerbergen, and Mayor E. Holder

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest with respect to agenda Item 5.1 - deferred matter #5 - having to do with the property located at 745 Waterloo Street, by indicating that his spouse and child operate a business at this location.

2. Consent

Moved by: E. Holder
Seconded by: E. Pelozza

That items 2.1 to 2.3 BE APPROVED.

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Motion Passed (6 to 0)

2.1 2019 Ministry of the Environment, Conservation and Parks Inspection Report for the City of London Water Distribution System

Moved by: E. Holder
Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated May 12, 2020, with respect to the findings of the 2019 Ministry of the Environment, Conservation and Parks inspection of the City of London Water Distribution System, BE RECEIVED for information.

Motion Passed

2.2 Contract Price Increase: Tender T19-41 Infrastructure Renewal Program - Roehampton Avenue and Monsarrat Avenue Reconstruction

Moved by: E. Holder

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Roehampton Avenue and Monsarrat Avenue Reconstruction project (T19-41):

- a) the construction contract value with 2376378 Ontario Corp (CH Excavating (2013)) BE INCREASED by \$465,000.00 to \$2,222,521.61 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- b) the construction administration contract with Development Engineering (London) Limited, BE INCREASED by \$51,000.00 to \$315,566.50 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated May 12, 2020;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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.

Motion Passed

2.3 Single Source - Phragmites Control on Roadsides

Moved by: E. Holder

Seconded by: E. Pelozza

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of the Phragmites Control on Roadsides contract:

- a) that approval hereby BE GIVEN to enter into a four year, with two additional option years, contract for phragmites control along roadsides to Invasive Phragmites Control Centre (IPCC);
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these contracts;
- c) the approval hereby given BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms and conditions with the IPCC to the satisfaction of the Manager of Purchasing and Supply and the Managing Director, Environmental and Engineering Services and City Engineer; and,
- d) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval.

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the Deferred Matters List, as at May 4, 2020, excluding item #5 – 745-747 Waterloo Street, BE APPROVED.

Yeas: (6): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, E. Pelozza, and E. Holder

Motion Passed (6 to 0)

Moved by: S. Lewis

Seconded by: M. Cassidy

That Deferred Matters List, as at May 4, 2020, item #5 – 745-747 Waterloo Street, BE APPROVED.

Yeas: (5): S. Lehman, S. Lewis, M. Cassidy, P. Van Meerbergen, and E. Pelozza

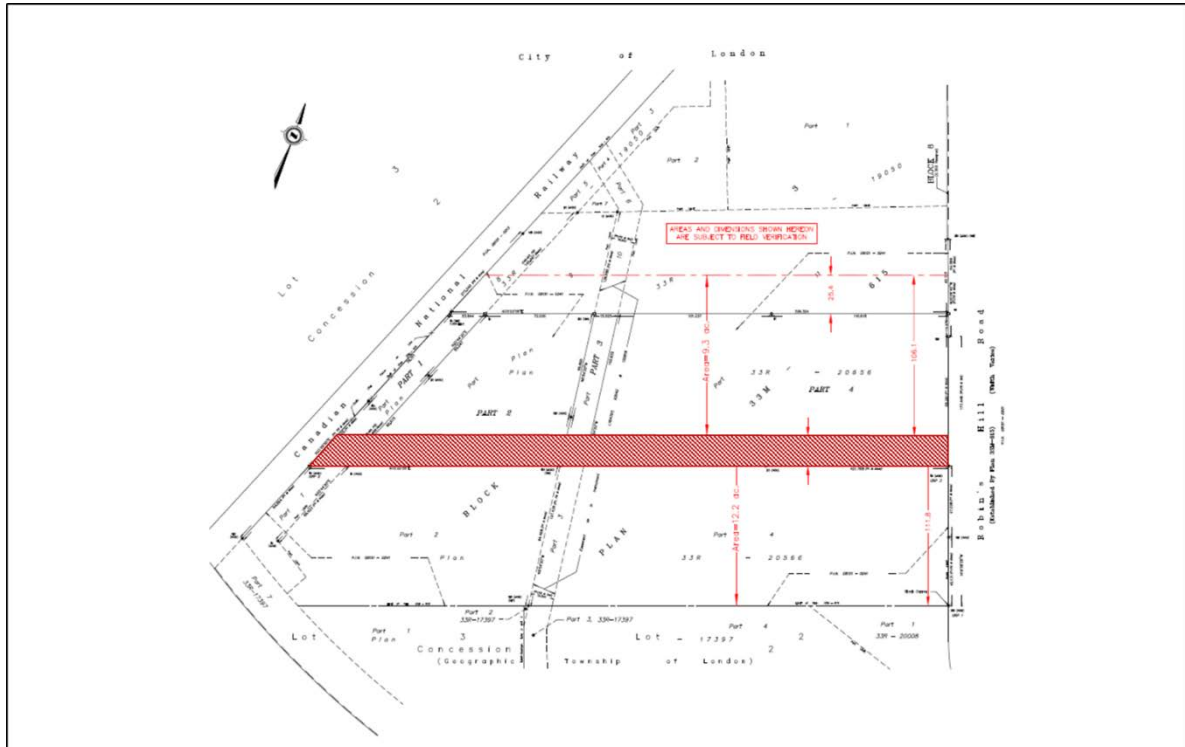
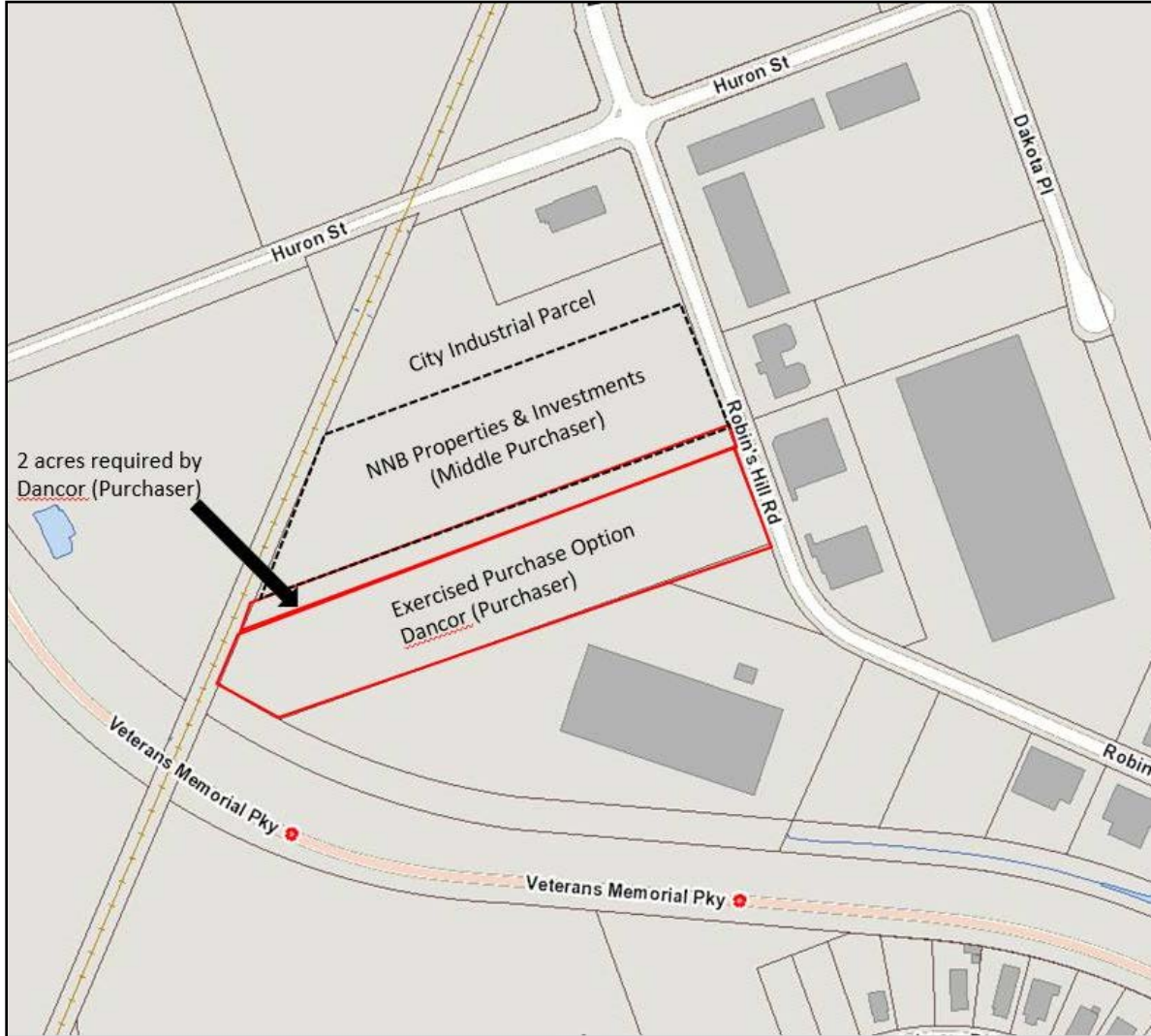
Recuse: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 12:26 PM.

APPENDIX "A"
LOCATION MAP



2 acre area shown hatched – Subject to Final Survey

APPENDIX "B"
Class 2– Agreement of Purchase and Sale

THIS INDENTURE dated the _____ day of _____, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

DANCOR PHASE III OXFORD INC.

Address: 15790 Robin's Hill Road London, Ontario N5V 0A4

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 Skyway Industrial Park, in the City of London, in the County of Middlesex, containing **2.0 acres**, more or less subject to survey, located on the west side of Robin's Hill Road, and being composed of the **southerly portion of Part 1, 2, 3, and 4 in Plan 33R-20656**, and shown outlined and hatched in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

One Hundred and Sixty Thousand Dollars **(\$160,000.00)**
of lawful money of Canada calculated at the rate of

Eighty Thousand Dollars **(\$80,000)**
per acre, with all normal municipal services, which may include sanitary, water and stormwater, as documented in the as-constructed drawings, available in the road allowance.

The Purchaser submits

Sixteen Thousand Dollars **(\$16,000.00)**
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 until **4:00pm on June 5th 2020**, 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 until **4:00 pm on June 5th, 2020**, 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 on **June 18th, 2020** after waiver of the title and soil conditions. 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. 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.

11. 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.

12. 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, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said 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 said Policy.

13. 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.

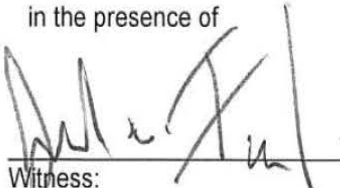
14. Schedules A, B, C, D & E attached hereto form part of this Agreement.

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the May 29th, 2020, 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 20 day of APRIL, 2020.

SIGNED, SEALED & DELIVERED

in the presence of


Witness: _____

) DANCOR PHASE III OXFORD INC.

) Purchaser

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) **Signature of Signing Officer**

) Name: Sean Ford

) Title: A.S.O.

) I have authority to bind the Corporation

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) **Signature of Signing Officer**

) Name & Title:

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

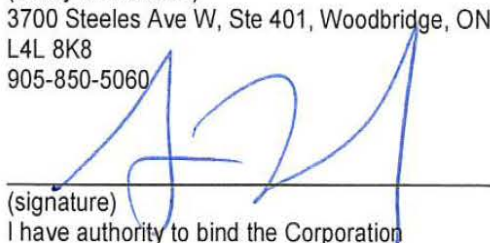
NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - Copy of R-Plan 33R-20656 with "The Lands" outlined and hatched in red.
Schedule "D" attached - "Additional Terms and Conditions"

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:	Skyway Industrial Park, Phase II
Lot & Conc./Part No./Block, etc.; Acres:	Southerly part of Parts 1, 2, 3, and 4 in Plan 33R -20656 being approx. 2.0 acres and subject to a new final survey.
Name, Address, Postal Code of Purchaser:	Dancor Phase III Oxford Inc., 15790 Robin's Hill Road London, Ontario N5V 0A4
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	Expansion of London Machinery Manufacturing Facility
Major Industrial Classification of User:	Development & Manufacturing
List of Products Manufactured/Handled:	Concrete Mixers, Batch Plants
Number of Employees Anticipated:	100 (Full Time)
Number of Square Feet of Building Proposed:	Nil (additional)
Number of Square Feet in Property Purchase:	87,120 square feet
Proposed Building Coverage as % of Lot Area:	11.3 percent (11.3%) over entire lands being 2 acres herein plus 10.15 acres being Parts 1 to 4 in Plan 33R-20566
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	Within Ten Years from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Rigobon Carli - Barristers & Solicitors (Cindy M. Aulicino) 3700 Steeles Ave W, Ste 401, Woodbridge, ON L4L 8K8
Telephone:	905-850-5060
Purchaser's Executive Completing this Form: (Sean Ford) (Authorized Signing Officer) (Dancor Development Corporation)	 _____ (signature) I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
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.
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. 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.
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 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.
 - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 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 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.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 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 Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. 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.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 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.

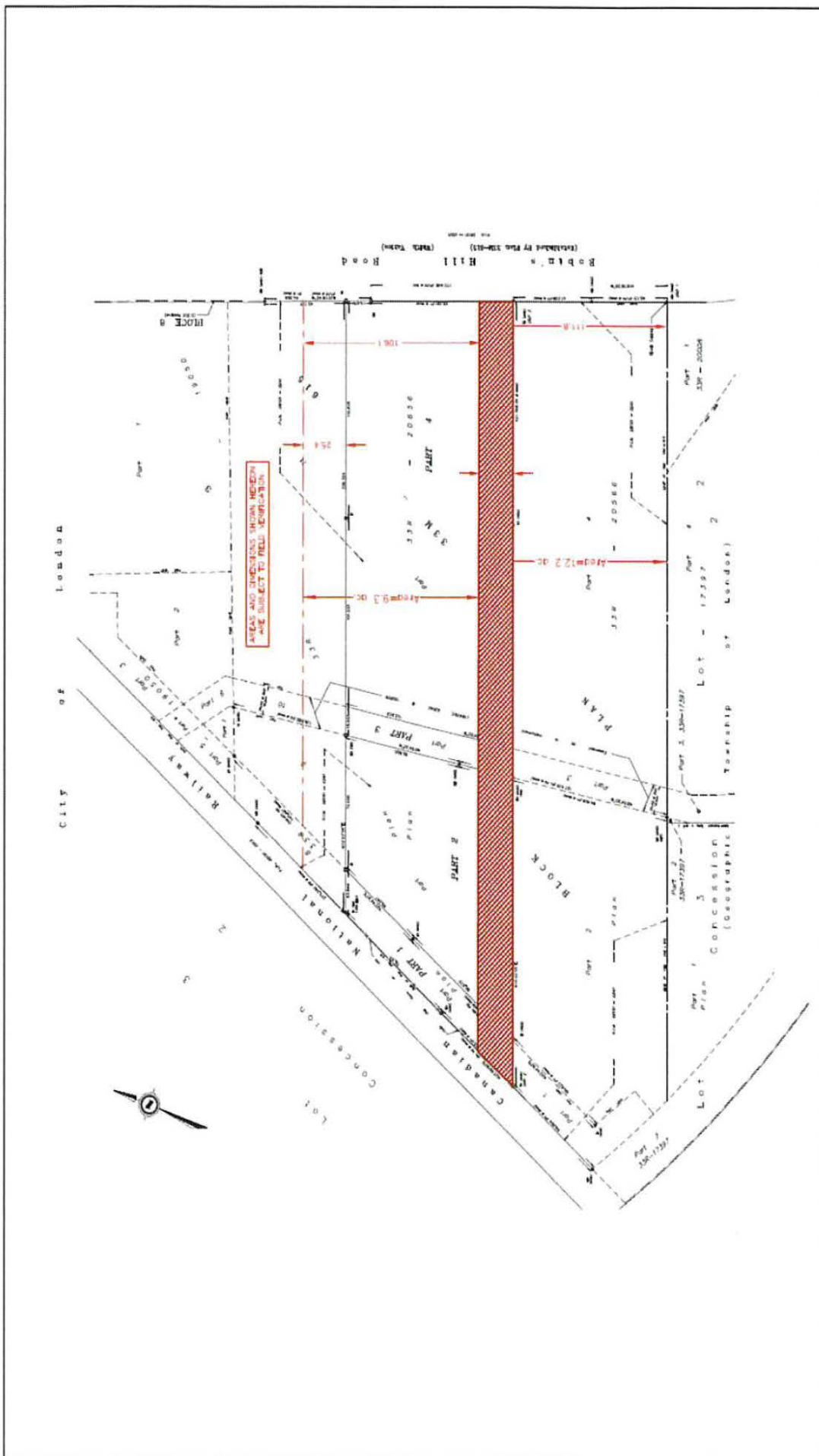
CLASS 3 SALE

10. 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.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 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

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. 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.
14. 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.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. 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.
17. 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.
18. 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.
19. 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.
20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
21. 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 Lands"



Subject To Final Survey

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

1. Headings

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

2. 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.

3. Class 2 Sale Provisions

The purchaser shall commence construction within ten (10) years 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 Vendor, reconvey the land to the Vendor in accordance with the following paragraph, and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the Vendor.

Where the whole or any part of land is reconveyed by the purchaser to the Vendor 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 Vendor considers necessary, to the Vendor's withholding until a new purchaser is found, an amount sufficient to compensate the Vendor for the cost of restoring the land to its original condition if so required by the new purchaser.

4. 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.

5. Quality and Quantity of Storm Water Management

The Vendor represents and warrants to the Purchaser that the Vendor's existing storm water management pond is sized appropriately for the storm water to be generated from the Property, provided that the stormwater flows emanating for the Property are in conformance with the accepted Stormwater Management Report(s) and Design(s) for the Skyway Industrial subdivision and Skyway Industrial Stormwater Management Facility which may include on site quantity and quality controls. This representation and warranty shall survive and not merge on the completion of this transaction.

6. Proposed Commencement Date of Construction

The Purchaser agrees that the Commencement Date of Construction may be up to Ten (10) years from the date of Transfer. Notwithstanding other provisions in this Agreement, from and after the 2nd anniversary date of the Transfer, The Purchaser shall meet with the Manager of Realty Services every year on or about the anniversary date of the Transfer to provide an update on the status of the Purchaser's Client's expansion requirements. This condition shall survive and not merge on the completion of this transaction.

7. Connection to Existing Services

The Vendor represents and warrants to the Purchaser that all of the existing municipal services, which may include stormwater, water and sanitary, as documented in the as-constructed drawings, are currently located in the road allowance and the Purchaser acknowledges that connections to

existing services is the responsibility of the Purchaser. This representation and warranty shall survive and not merge on the completion of this transaction.

8. Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and building 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, if necessary, any permits or agreements required from approval authorities which include, but are not limited to, Ministry of Environment and Climate Change (MOECC), Sun-Canadian, and any other approvals deemed necessary.

9. Canadian National (CN) Railway Conditions

Prior to a submission of a site plan application and/or an application, should any building be within 75 metres of the CN railway right-of-way, the Owner shall submit a noise and vibration report prepared by a qualified consultant. A certificate of compliance for the implementation of the report recommendations shall be included in the site plan/building permit application.

10. 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.

11. 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.

12. Purchase Price Adjustment

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 2.0 acres, which includes access to municipal services in the road allowance, multiplied by \$80,000 per acre. If the actual size of the property is different that as set out above at the time of closing, then the purchase price for the property shall be adjusted to reflect a price equal to the area of the property multiplied by \$80,000 per acre.

13. Vegetation Management

The Purchaser acknowledges and agrees that the Purchaser shall following the completion of the transaction contemplated in this Agreement, at the Purchaser's sole expense, cut and maintain the property to prevent vegetation from growing on the property which may include but not be limited to trees, brush, tall grasses, and weeds (the "Vegetation Management") from the date of Transfer to the date of the Proposed Commencement Date of construction. This requirement is for the purpose of preventing Species at Risk (SAR) and the establishment and spread of Invasive Species from forming on the property and shall survive and not merge on title.

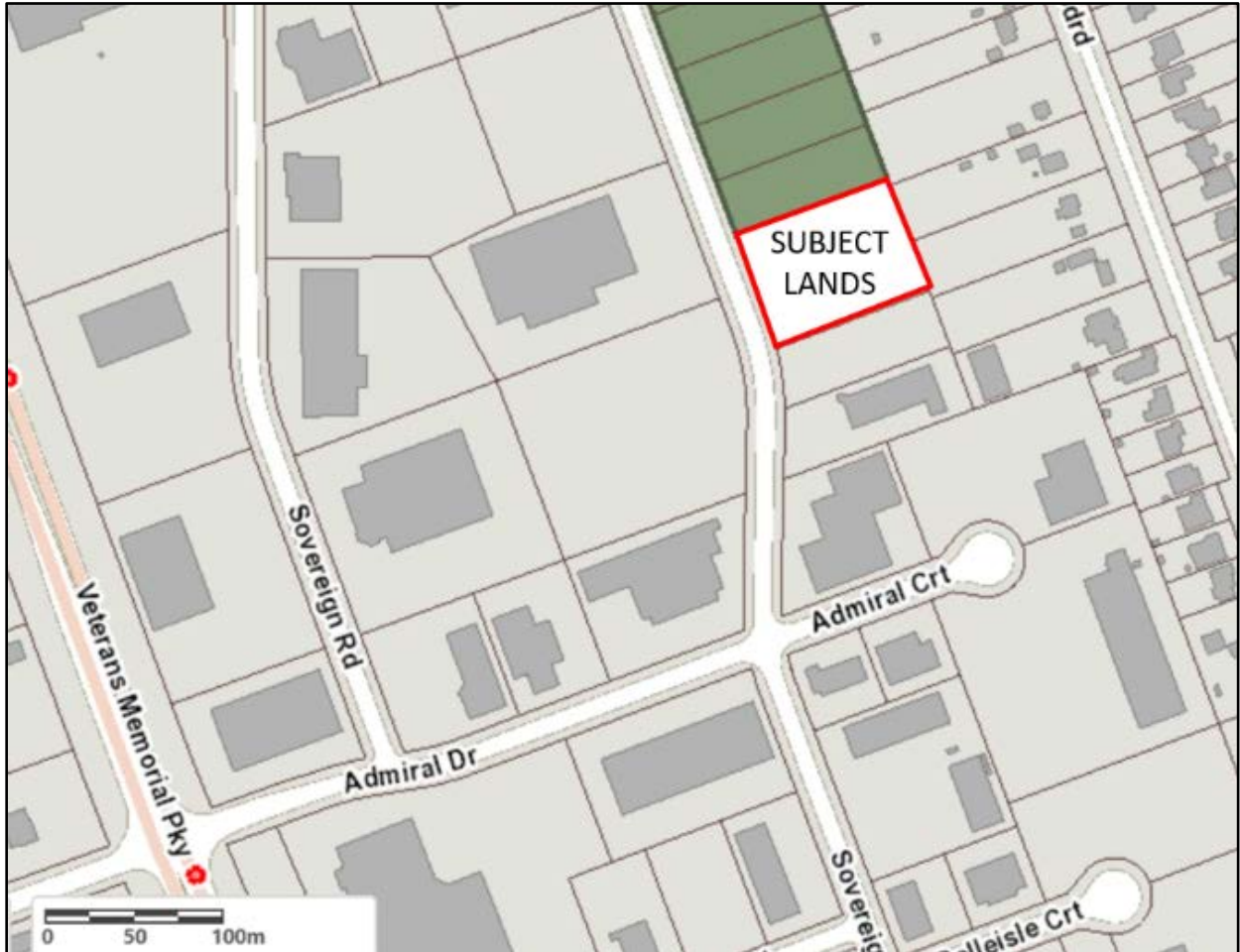
14. Release of Other Purchaser

The Vendor shall have until 4:00 PM on June 5th, 2020 to obtain a full and final release from the existing Purchaser for this portion of land which is satisfactory to the Vendor in its sole discretion (the "Existing Purchaser Release"). Unless that Vendor gives notice in writing to the Purchaser within the time provided herein that this condition was been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. This condition is inserted for the benefit of the Vendor and may be waived by the Purchaser at any time.

15. Survival of Conditions

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

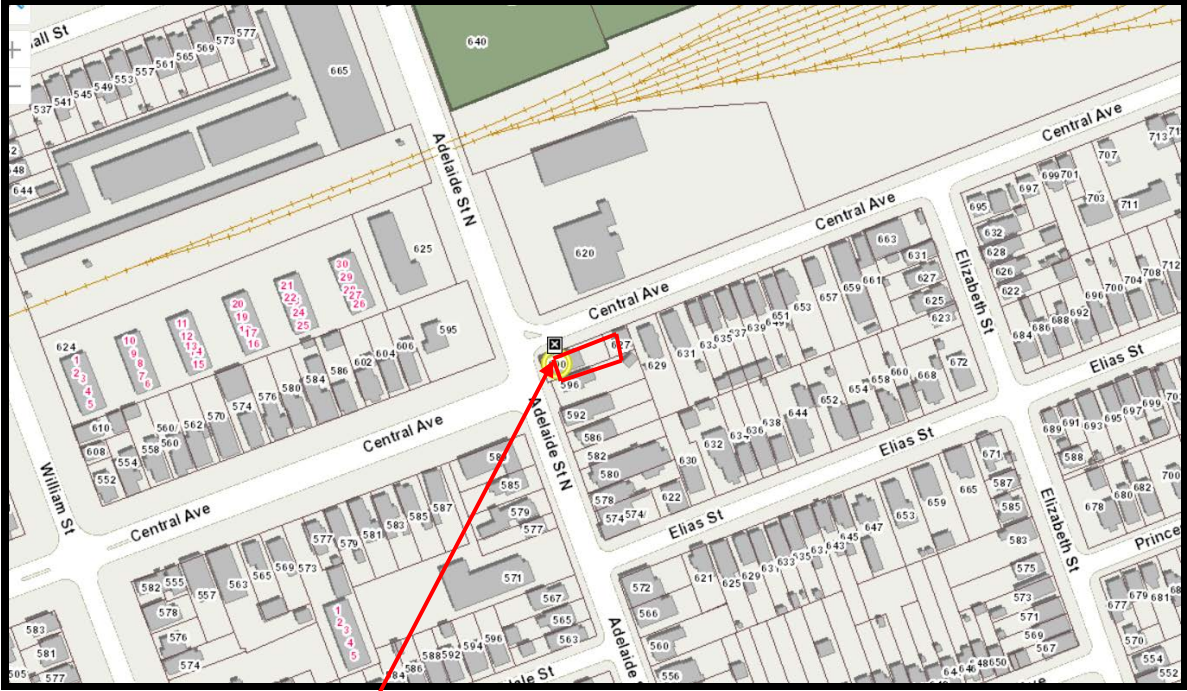
SCHEDULE "A"



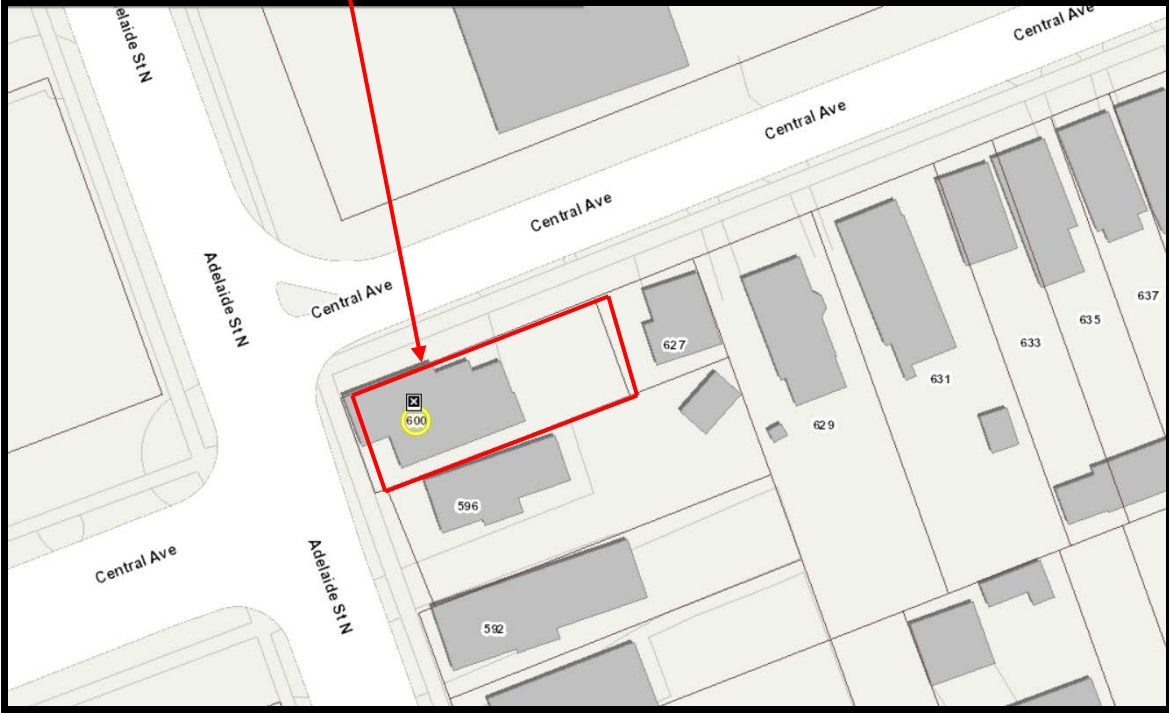
LOTS 3 AND 4 OF PLAN 33M-251



Location Map



600 Adelaide Street North



AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: FLOR YADIRA BARAHONA FRANCO

REAL PROPERTY:

Address: 600 Adelaide Street North, London, Ontario

Location: South side of Central Avenue, East of Adelaide

Legal Description: Part of lot 3, East side of Adelaide Street, Plan 386 (3rd), in the City of London, County of Middlesex, as in Inst. No. 615082, being the whole of PIN 08280-0004 (LT).

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 SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$650,000.00) 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 **May 19, 2020**, 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 **June 12, 2020**, (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 **June 26, 2020**. 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:** 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. 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.

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 _____, 2020

THE CORPORATION OF THE CITY OF LONDON

 Ed Holder, Mayor

 Catharine Saunders, 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.



Witness: Eder Torres Barliz



Flor Yadira Barahona Franco

April 23, 2020
Date

VENDOR'S LAWYER: Guillaume Lavictoire, Scargall Owen-King, 20 Victoria Street, 8th Floor, Toronto, ON M5C 2N8

PURCHASER'S LAWYER: David G. Munteer, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the Purchaser agrees to pay the Vendors reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
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 herein described lands by the Purchaser.

The parties hereby consent to an application by the Vendor or the Purchaser to the Local Planning Appeal Tribunal ("LPAT") for the determination by LPAT of the compensation which the Vendor would be entitled to by the *Expropriations Act* if the land were expropriated. If no such application has been made to LPAT on or before two (2) years following the closing date for the acquisition of the lands under this Agreement, (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 Purchaser hereby agrees to pay to the Vendor any compensation determined by LPAT or in the event of an appeal, as determined by the Court on appeal, in excess of the amount of compensation paid pursuant to this Agreement.

If the amount of compensation stated in this Agreement exceeds the compensation awarded by LPAT or Court, the Vendor agrees to refund this difference to the Purchaser within 30 days of the decision of LPAT or the Court.

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

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

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

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 and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
4. **SECTION 44 OF THE INCOME TAX ACT:** The Vendor is entering into this Agreement given that title to the lands is required for public purposes. The Purchaser acknowledges that absent this Agreement, the Purchaser would have intended to acquire the lands as described in this Agreement, by expropriation in the future.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession of the replacement property.
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. **NOTICE TO COMMERCIAL TENANT AT 600 ADELAIDE STREET NORTH:** The Vendor shall give the Tenant, operating as H & B Spa, notice that the Purchaser requires vacant possession on June 26, 2020. Should the parties agree to an amended closing date, such closing date will require and be conditional upon the Vendor providing the Purchaser with vacant possession.
8. **RESIDENTIAL TENANTS AT 600 ADELAIDE STREET NORTH:** The Vendor shall give the Tenants notice that the Purchaser requires vacant possession on June 26, 2020. Should the parties agree to an amended closing date, such closing date will require and be conditional upon the Vendor providing the Purchaser with vacant possession.
9. **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.
10. **POSSESSION PRIOR TO CLOSING:** The Vendor is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the Purchaser.
11. **VACANT POSSESSION PRIOR TO CLOSING:** The Vendor agrees to give seven days' notice in advance of vacating the property if vacated before the Closing Date but the Purchaser gives no undertaking to pay any money before the Closing Date.
12. **VACANT POSSESSION:** The Vendor agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials. Should this condition not be met at the time of closing, the Purchaser reserves the right to delay the closing and / or void this agreement.
13. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 2, 4, 5 and 6 shall survive and shall not merge upon the completion of this transaction.

APPENDIX "A"
CONFIDENTIAL

#20066

Chair and Members
Corporate Services Committee

May 11, 2020
(Property Acquisition)

RE: Property Acquisition - Adelaide Street CP Rail Grade Separation Project
600 Adelaide Street North (Subledger LD180091)
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks
Flora Yadira Franco

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$5,532,920	\$3,032,920		\$2,500,000
Land Acquisition	11,417,080	7,266,725	709,165	3,441,190
Construction	16,525,200	4,485,901		12,039,299
Relocate Utilities	5,800,000	439,055		5,360,945
City Related Expenses	100,000	281		99,719
NET ESTIMATED EXPENDITURES	<u>\$39,375,200</u>	<u>\$15,224,882</u>	<u>\$709,165</u> 1)	<u>\$23,441,153</u>
<u>SOURCE OF FINANCING</u>				
Debenture By-law No. W.-5600-57	\$22,714,638	\$10,962,024	\$510,604	\$11,242,010
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 11,065,664	4,262,858	198,561	6,604,245
Other Contributions	5,594,898			5,594,898
TOTAL FINANCING	<u>\$39,375,200</u>	<u>\$15,224,882</u>	<u>\$709,165</u>	<u>\$23,441,153</u>

1) Financial Note:

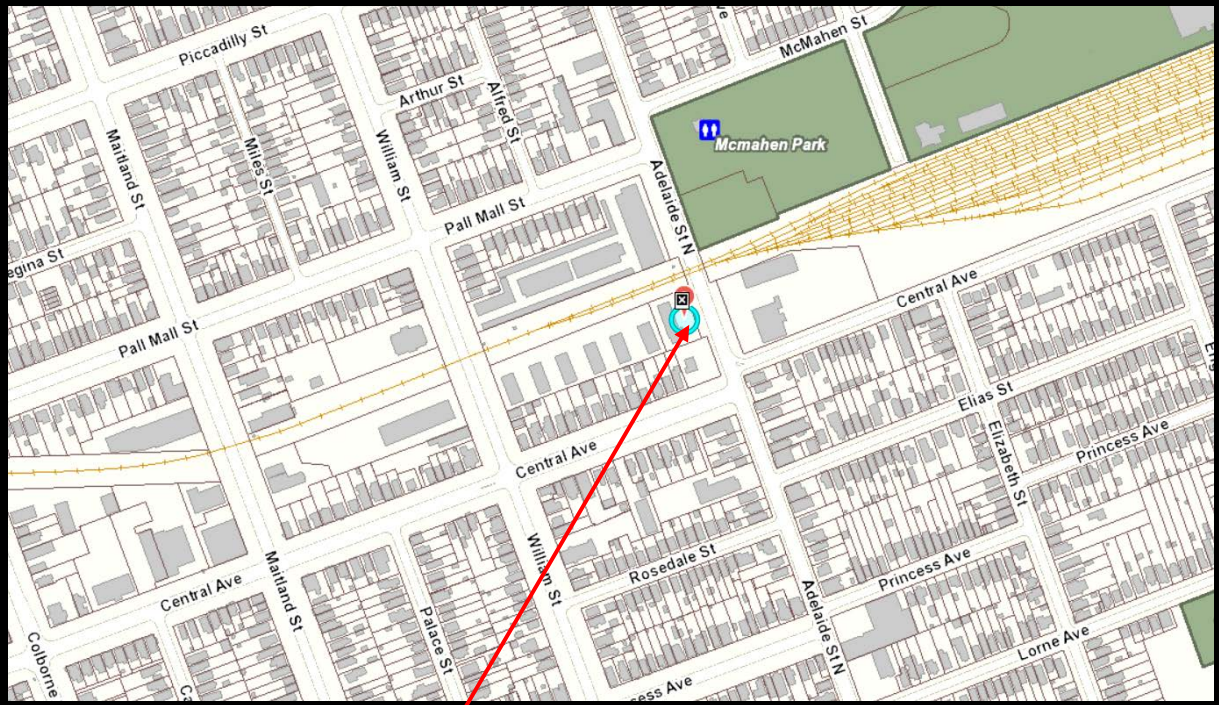
	<u>TOTAL</u>
Purchase Cost	\$650,000
Add: Land Transfer Tax	9,475
Add: Legal Fees, Appraisal, Accounting Fees, etc.	38,250
Add: HST @13%	84,500
Less: HST Rebate	<u>(73,060)</u>
Total Purchase Cost	<u>\$709,165</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

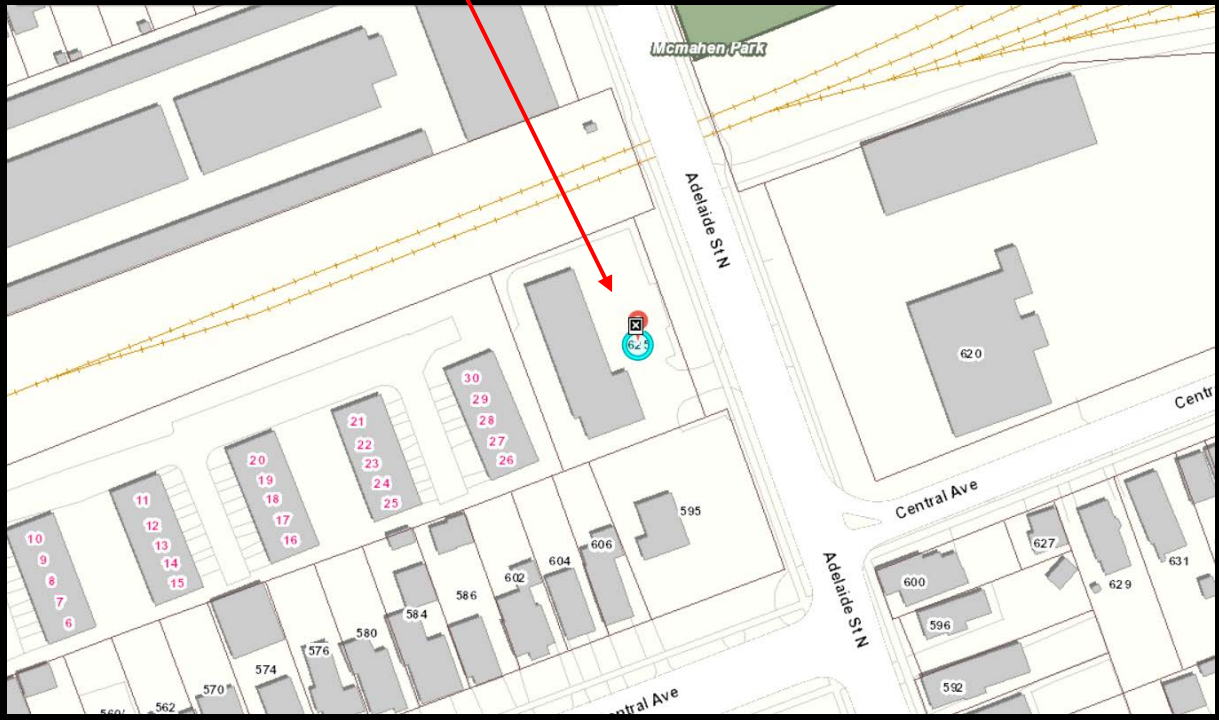
JD

Jason Davies
Manager of Financial Planning & Policy

Location Map



625 Adelaide Street North



AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: GRANT CAMERON ROBINSON

REAL PROPERTY:

Address: 625 Adelaide Street North, London, Ontario
Location: West side of Adelaide, North of Central Avenue
Measurements: 166.92 feet frontage on Adelaide Street
Legal Description: Part of lots 7 and 8, Lots West of Adelaide Street in the City of London, County of Middlesex, designated as Part 4 on Plan 33R-20556, being all of PIN 08277-0134 (LT)

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 of TWO MILLION AND THIRTY FOUR THOUSAND FIVE HUNDRED DOLLARS CDN (\$2,034,500.00) representing the Market Value of Property. (Section 14 of the Expropriations Act)
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 **June 12, 2020**, 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 **July 10, 2020**, (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 **July 31, 2020**. 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:** 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.
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 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.

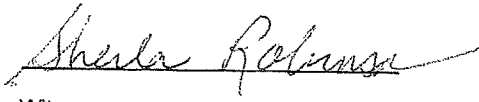
_____ of the Council of The Corporation of the City of London passed the
_____ day of _____, 2020.

THE CORPORATION OF THE CITY OF LONDON

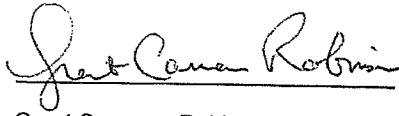
Ed Holder, Mayor

Catharine Saunders, City Clerk

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



Witness



Grant Cameron Robinson

April 21, 2020

Date

VENDOR'S LAWYER: Gordon James Banting, Jeffery Associates, 200-254 Pall Mall Street, London, ON N6A 5P6

PURCHASER'S LAWYER: David G. Munteer, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction.
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 herein described lands by the Purchaser.

The parties hereby consent to an application by the Vendor or the Purchaser to the Local Planning Appeal Tribunal ("LPAT") for the determination by LPAT of the compensation which the Vendor would be entitled to by the *Expropriations Act* if the land were expropriated. If no such application has been made to LPAT on or before two (2) years following the closing date for the acquisition of the lands under this Agreement, 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 Purchaser hereby agrees to pay to the Vendor any compensation determined by LPAT or in the event of an appeal, as determined by the Court on appeal, in excess of the amount of compensation paid pursuant to this Agreement.

If the amount of compensation stated in this Agreement exceeds the compensation awarded by LPAT or Court, the Vendor agrees to refund this difference to the Purchaser within 30 days of the decision of LPAT or the Court.

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

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

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

3. **DISTURBANCE DAMAGES (SECTION 18(b) OF THE EXPROPRIATIONS ACT):** Pursuant to section 18(b) of the *Expropriations Act* the Purchaser shall pay to the Vendor, on closing, the further sum of \$851,800.00 as additional compensation.
4. **ADDITIONAL DISTURBANCE DAMAGES:** Pursuant to section 18(b) *Expropriations Act* the Purchaser shall pay to the Vendor, on closing, the further sum of \$445,000.00 as additional compensation to acquire a replacement site.
5. **HOLDBACK FOR DEVELOPMENT CHARGES:** The parties agree that the amount of \$82,500.00, representing the estimated development charges, that will be incurred should a parcel of land be acquired and improved with a new car wash facility, shall be held back by the Purchaser from the balance due on completion. The Vendor shall have until the 2nd anniversary of the completion date of this transaction to obtain a site for a new car wash facility and have a development agreement/site plan for its development approved, at which time the holdback, together with any additional development charges shall be released to the Vendor, and failing which the Purchaser shall retain the holdback.
6. **ADDITIONAL HOLDBACK FOR EQUIPMENT REPLACEMENT COSTS:** The parties agree that the amount of \$132,200.00, representing the difference in the current estimated replacement costs of \$511,200.00 for the car wash equipment and the depreciated costs of \$379,000.00, will be held back on closing. It is recognized that should a parcel of land be acquired and improved with a new car wash facility, the actual replacement costs of all car wash equipment shall be re-imbursed, and to date this cost is estimated to be \$511,200.00. The Vendor shall have until the 2nd anniversary of the completion date of this transaction to obtain a site for a new car wash facility and to submit the actual costs of the replacement equipment for re-imburement, at which time the holdback herein of \$132,200.00, together with any additional costs to purchase the replacement equipment shall be released to the Vendor, and failing which the Purchaser shall retain the holdback.
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 and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
8. **SECTION 44 OF THE INCOME TAX ACT:** The Vendor is entering into this Agreement given that title to the lands is required for public purposes. The Purchaser acknowledges that absent this Agreement, the Purchaser would have intended to acquire the lands as described in this Agreement, by expropriation in the future.
9. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession.
10. **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 properties.
11. **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.
12. **POSSESSION PRIOR TO CLOSING:** The Vendor is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the Purchaser.

13. **VACANT POSSESSION PRIOR TO CLOSING:** The Vendor agrees to give seven days' notice in advance of vacating the property if vacated before the Closing Date but the Purchaser gives no undertaking to pay any money before the Closing Date.
14. **VACANT POSSESSION:** The Vendor agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials. Should this condition not be met at the time of closing, the Purchaser reserves the right to delay the closing and / or void this agreement.
15. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 2, 5, 6, 8, 9 and 10 shall survive and shall not merge upon the completion of this transaction.

**APPENDIX "A"
CONFIDENTIAL**

#20065

Chair and Members
Corporate Services Committee

May 11, 2020
(Property Acquisition)

**RE: Property Acquisition - Adelaide Street CP Rail Grade Separation Project
625 Adelaide Street North (Subledger LD180090)
Capital Project TS1306 - Adelaide St Grade Separation CPR Tracks
Grant Cameron Robinson**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$5,532,920	\$3,032,920		\$2,500,000
Land Acquisition	11,417,080	3,594,880	3,670,748	4,151,452
Construction	16,525,200	4,485,901		12,039,299
Relocate Utilities	5,800,000	439,055		5,360,945
City Related Expenses	100,000	281		99,719
NET ESTIMATED EXPENDITURES	<u>\$39,375,200</u>	<u>\$11,553,037</u>	<u>\$3,670,748</u> 1)	<u>\$24,151,415</u>
<u>SOURCE OF FINANCING</u>				
Debenture By-law No. W.-5600-57	\$22,714,638	\$8,318,270	\$2,642,965	\$11,753,403
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 11,065,664	3,234,767	1,027,783	6,803,114
Other Contributions	5,594,898			5,594,898
TOTAL FINANCING	<u>\$39,375,200</u>	<u>\$11,553,037</u>	<u>\$3,670,748</u>	<u>\$24,151,415</u>

1) Financial Note:

	<u>TOTAL</u>
Purchase Cost	\$2,034,500
Add: Disturbance Damages	\$1,511,500
Add: Land Transfer Tax	37,338
Add: Legal Fees, Appraisal, Accounting Fees, etc.	25,000
Add: HST @13%	460,980
Less: HST Rebate	<u>(398,570)</u>
Total Purchase Cost	<u>\$3,670,748</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

JD

Jason Davies
Manager of Financial Planning & Policy

Bill No. 168
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 19th day of May,
2020.

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 Local Planning Appeal 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.

PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

Bill No. 169
2020

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 Brunson Way)

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 Brunson Way, namely:

All of Block 155 on Registered Plan 33M-713 in the City of London and County of Middlesex

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 170
2020

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 Dundas Street, east of Hale Street; and as widening to Hale Street, south of Dundas Street)

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 Dundas Street, east of Hale Street, namely:

“Part of Lots 9 and 10 on Registered Plan 50(C) in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20397.”

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Hale Street, south of Dundas Street, namely:

“Part of Lot 9 on Registered Plan 418(C) in the City of London and County of Middlesex, designated as Part 2 on Reference Plan 33R-20397.

and

Part of Lot 8 on Registered Plan 418(C) in the City of London and County of Middlesex, designated as Part 4 on Reference Plan 33R-20397.

and

Part of Lot 6 on Registered Plan 418(C) in the City of London and County of Middlesex, designated as Part 6 on Reference Plan 33R-20397.

and

Part of Lot 7 on Registered Plan 418(C) in the City of London and County of Middlesex, designated as Part 8 on Reference Plan 33R-20397.

and

Part of Lot 5 on Registered Plan 418(C) in the City of London and County of Middlesex, designated as Part 9 on Reference Plan 33R-20397.”

3. This by-law comes into force and effect on the day it is passed.

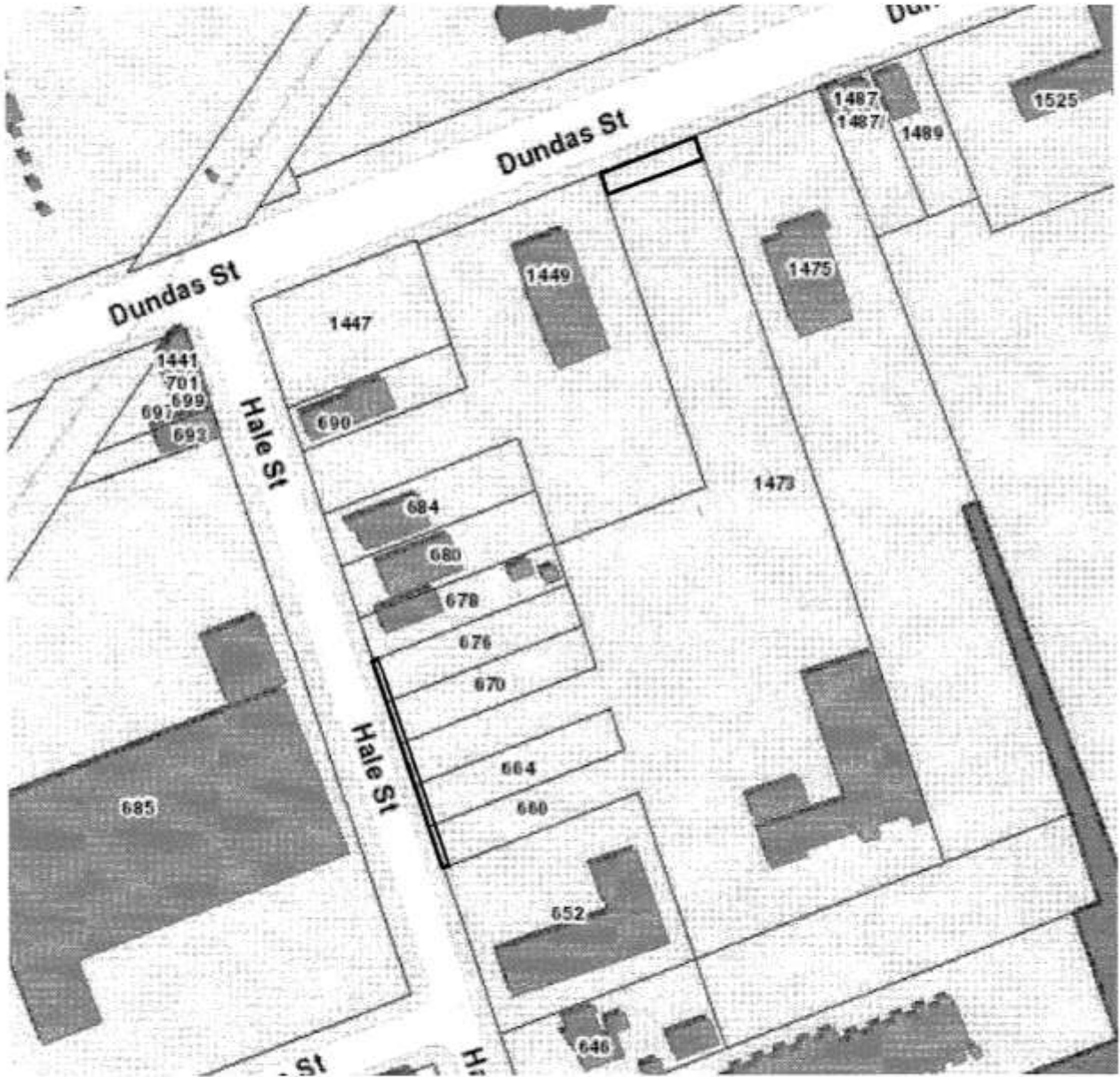
PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 171
2020

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 Gainsborough Road, west of Coronation Drive)

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 Gainsborough Road, west of Coronation Drive, namely:

Part of Lot 24 in Concession 4, in the geographic Township of London, now in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20403.

2. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

LOCATION MAP



 SUBJECT LANDS

Bill No. 172
2020

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 York Street, west of Richmond Street)

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 York Street, west of Richmond Street, namely:

Part of Lot 13, North of York Street West, in the City of London and County of Middlesex, designated as Part 1 on Reference Plan 33R-20267.

2. This by-law comes into force and effect on the day it is passed.

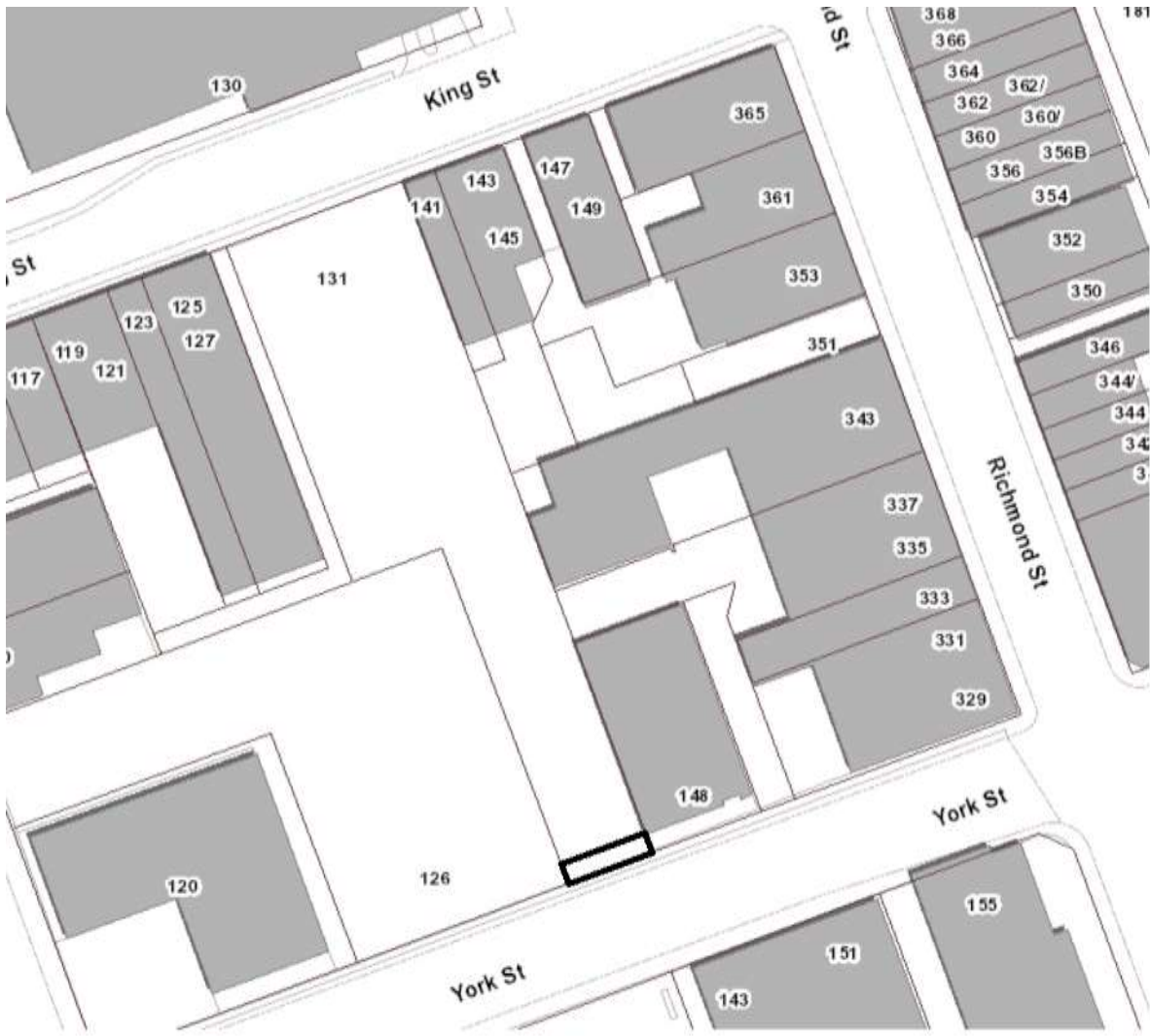
PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 173
2020

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 Oxford Street West, east of Wonderland Road North; and as widening to Wonderland Road North, south of Oxford Street West)

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 Oxford Street West, east of Wonderland Road North, namely:

Part of Lot 20 in Concession 1, in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 1, 2, 3 and 4 on Reference Plan 33R-20534.

2. The lands and premises hereinafter described are laid out, constituted, established and assumed as public highway as widening to Wonderland Road North, south of Oxford Street West, namely:

Part of Lot 20 in Concession 1, in the geographic Township of London, now in the City of London and County of Middlesex designated as Parts 5, 6, 7 and 8 on Reference Plan 33R-20534.

3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

LOCATION MAP



 SUBJECT LANDS

Bill No. 174
2020

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 Springbank Drive and Wonderland Road South)

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 Springbank Drive and Wonderland Road South, namely:

Part of Lot 37 in the Broken Front Concession, formerly in the geographic Township of Westminster, now in the City of London and County of Middlesex, designated as Parts 1, 2, 3 and 4 on Reference Plan 33R-19749.

2. This by-law comes into force and effect on the day it is passed.

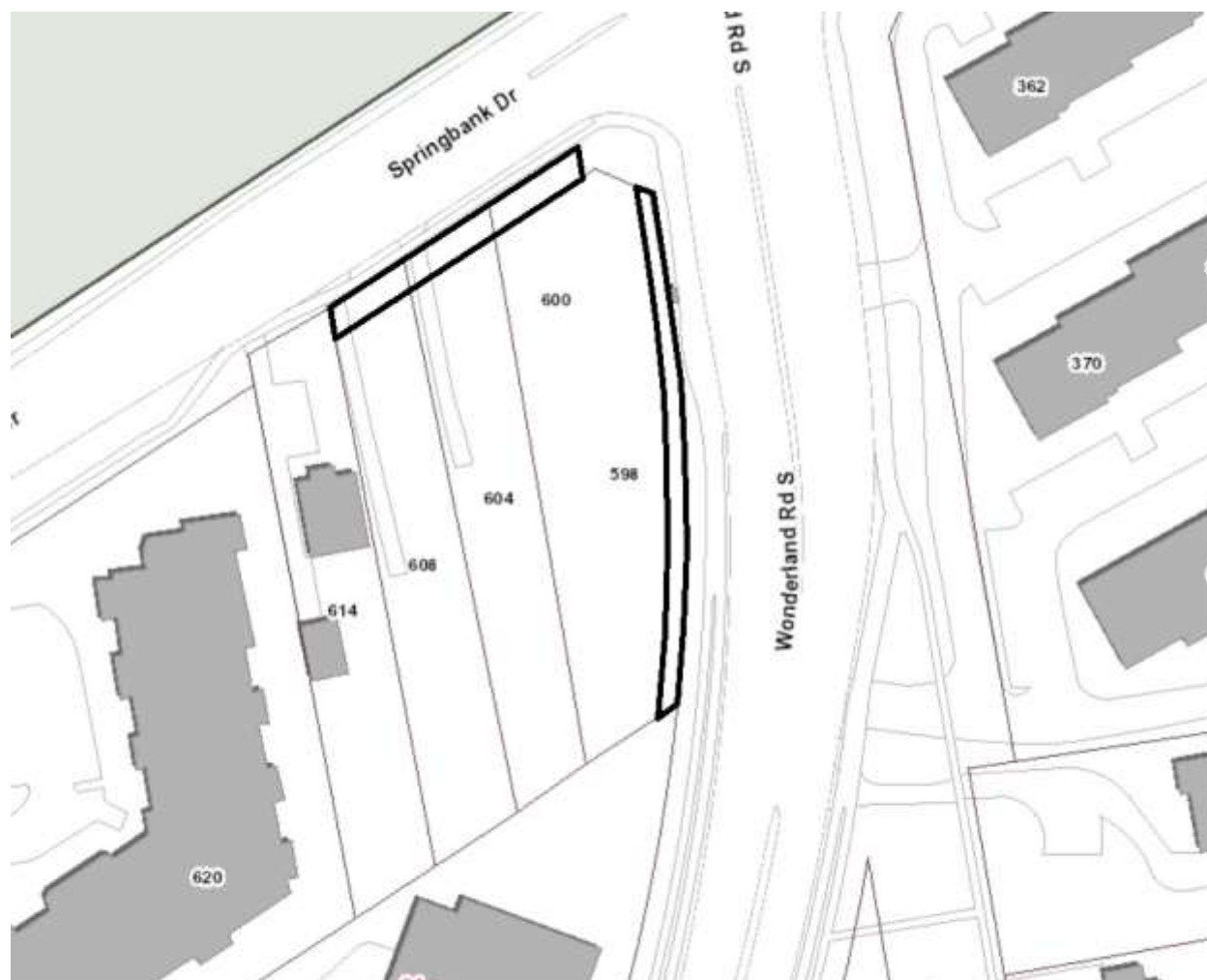
PASSED in Open Council on May 19, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – May 19, 2020
Second Reading – May 19, 2020
Third Reading – May 19, 2020

LOCATION MAP



 SUBJECT LANDS