



Council Agenda

The 11th Meeting of City Council

June 2, 2020, 4:00 PM

Virtual Meeting - during the COVID-19 Emergency

City Hall is currently closed to the public, please view the meeting via live-streaming (YouTube or the City Website)

The City of London is committed to making every effort to provide alternate formats and communication supports for Council, Standing or Advisory Committee meetings and information, upon request. To make a request for any City service, please contact accessibility@london.ca or 519-661-2489 ext. 2425.

	Pages
1. Disclosures of Pecuniary Interest	
2. Recognitions	
3. Review of Confidential Matters to be Considered in Public	
4. Council, In Closed Session	
Motion for Council, In Closed Session (Council will remain In Closed Session until approximately 5:15 PM, at which time Council will rise and reconvene in Public Session; Council may resume In Closed Session later in the meeting, if required.)	
5. Confirmation and Signing of the Minutes of the Previous Meeting(s)	
5.1 10th Meeting held on May 19, 2020	5
6. Communications and Petitions	
7. Motions of Which Notice is Given	
8. Reports	
8.1 7th Report of the Civic Works Committee	45
1. Disclosures of Pecuniary Interest	
2. (2.1) Adelaide Wastewater Treatment Plant Upgrades Consultant Award	
3. (2.2) New Pedestrian Crossovers (Relates to Bill No. 187)	
4. (2.3) Contract Award: Tender 20-74 - Contract Award W12A Landfill Site Cell 10 Base and Leachate Collection System Construction	
5. (2.4) Response to the Association of Municipalities of Ontario (AMO) Regarding Transition of Recycling	
6. (2.5) Lease Agreement with SunSaver 4 Limited for New Public	

Electric Vehicle (EV) Charging Stations (Relates to Bill No. 184)

7. (5.1) Deferred Matters List
- 8.2 8th Report of the Planning and Environment Committee 50
1. Disclosures of Pecuniary Interest
 2. (2.1) Application - 1510 Fanshawe Park Road East (H-9187) (Relates to Bill No. 188)
 3. (2.2) Exception to Delegated Authority for Consent (Relates to Bill No. 185)
 4. (2.3) Application - 184 Exeter Road - Removal of Holding Provisions (H-9168) (Relates to Bill No. 189)
 5. (2.4) Application - Exemption from Part-Lot Control - 2673 Asima Drive and 3313 Strawberry Walk (P-9191) (Relates to Bill No. 186)
 6. (2.5) Application 1258 and 1388 Sunningdale Road West - Removal of Holding Provisions (H-9169) (Relates to Bill No. 190)
 7. (2.7) Application - 3425 Emily Carr Lane (H-9149) (Relates to Bill No. 191)
 8. (2.8) Building Division Monthly Report for March 2020
 9. (2.6) Application - 130, 136, 146 and 164 Pond Mills Road - Pond Mills Subdivision Special Provisions 39T-12501
 10. (5.1) Deferred Matters List
- 8.3 6th Report of the Community and Protective Services Committee 55
1. Disclosures of Pecuniary Interest
 2. (2.1) Continuation of Federal Community Action Program for Children (CAPC) Funding in London: 2020-2024
 3. (4.1) Food Security Pilot - Backyard Chickens
 4. (4.2) Holy Roller Tank Memorial - Councillor S. Lewis
 5. (4.3) Middlesex London Health Unit Asset Disposal - Councillor S. Lewis
 6. (5.1) Deferred Matters List
- 8.4 9th Report of the Corporate Services Committee 58
1. Disclosures of Pecuniary Interest
 2. (2.1) SS20-07 Single Source Corporate Technology Assets (Relates to Bill No. 183)
 3. (2.2) Amendments to Property Tax By-laws for 2020 Final Tax Billing (Relates to Bill No.'s 181 and 182)

4. (2.3) Procurement in Emergencies - COVID-19
5. (2.4) Cancellation - June 18, 2020 - 25-Year Club Annual Reunion
6. (3.1) 2020 Debenture Issuance Report #2 (Relates to Bill No. 180)
7. (4.1) New Commercial Property Tax Rate Out of Sync with Current Economic Reality - G. Macartney, CEO, London Chamber of Commerce

9. Added Reports

10. Deferred Matters

11. Enquiries

12. Emergent Motions

13. By-laws

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

- | | | |
|------|---|----|
| 13.1 | Bill No. 179 By-law No. A.- _____ - ____

A by-law to confirm the proceedings of the Council Meeting held on the 2nd day of June, 2020. (City Clerk) | 61 |
| 13.2 | Bill No. 180 By-law No. D.- _____ - ____

A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of \$36,000,000.00 towards the cost of certain capital works of The Corporation of the City of London. (3.1/9/CSC) | 62 |
| 13.3 | Bill No. 181 By-law No. A-8-20 _____

A by-law to amend By-law No. A-8, as amended, being “The Property Tax Collection By-law to provide for tax installment dates for 2020. (2.2a/9/CSC) | 76 |
| 13.4 | Bill No. 182 By-law No. A.-5505(____)- ____

A by-law to amend By-law No. A.-5505-497, as amended being “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” to provide for pre-authorized tax payment plan dates for the year 2020”. (2.2b/9/CSC) | 77 |
| 13.5 | Bill No. 183 By-law No. A.- _____ - ____

A by-law to approve the Amending Agreement to the “Publicly Funded Organization Agreement” between The Corporation of the City of London and CompuCom Canada Co; and to authorize the Mayor and City Clerk to execute the Amending Agreement. (2.1b/9/CSC) | 78 |
| 13.6 | Bill No. 184 By-law No. A.- _____ - ____

A by-law to approve the Lease Agreement with SunSaver 4 Ltd. for the purpose of leasing parking spots on property owned by The Corporation of the City of London for use as publicly-accessible electric vehicle | 81 |

charging stations; and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement. (2.5b/7/CWC)

- 13.7 Bill No. 185 By-law No. CP-23-20_____ 101
A by-law to amend By-law No. CP-23 entitled “Committee of Adjustment and Consent Authority By-law”. (2.2b/8/PEC)
- 13.8 Bill No. 186 By-law No. C.P.- _____ - ____ 103
A by-law to exempt from Part-Lot Control, lands located at 3313 Strawberry Walk and 2673 Asima Drive, legally described as Blocks 50 and 51, Plan 33M-699. (2.4/8/PEC)
- 13.9 Bill No. 187 By-law No. PS-113-20_____ 104
A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2/7/CWC)
- 13.10 Bill No. 188 By-law No. Z.-1-20_____ 106
A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1510 Fanshawe Park Road East. (2.1/8/PEC)
- 13.11 Bill No. 189 By-law No. Z.-1-20_____ 108
A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning from lands located at 184 Exeter Road. (2.3/8/PEC)
- 13.12 Bill No. 190 By-law No. Z.-1-20_____ 110
A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1258 and 1388 Sunningdale Road West. (2.5/8/PEC)
- 13.13 Bill No. 191 By-law No. Z.-1-20_____ 112
A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3425 Emily Carr Lane (2.7/8/PEC)

14. Adjournment



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. Peloza, 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. Peloza, 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. Peloza, 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. Peloza, 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. Peloza, 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. Pelozza, 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. Pelozza, 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. Pelozza

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): A. Hopkins

Motion Passed (14 to 0)

Motion made by: E. Pelozza

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)

<p>Bill No. 175 (ADDED)</p>	<p>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)</p>
<p>Bill No. 176 (ADDED)</p>	<p>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)</p>
<p>Bill No. 177 (ADDED)</p>	<p>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)</p>
<p>Bill No. 178 (ADDED)</p>	<p>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)</p>

14. Adjournment

Motion made by: P. Van Meerbergen

Seconded by: S. Lehman

That the meeting adjourn.

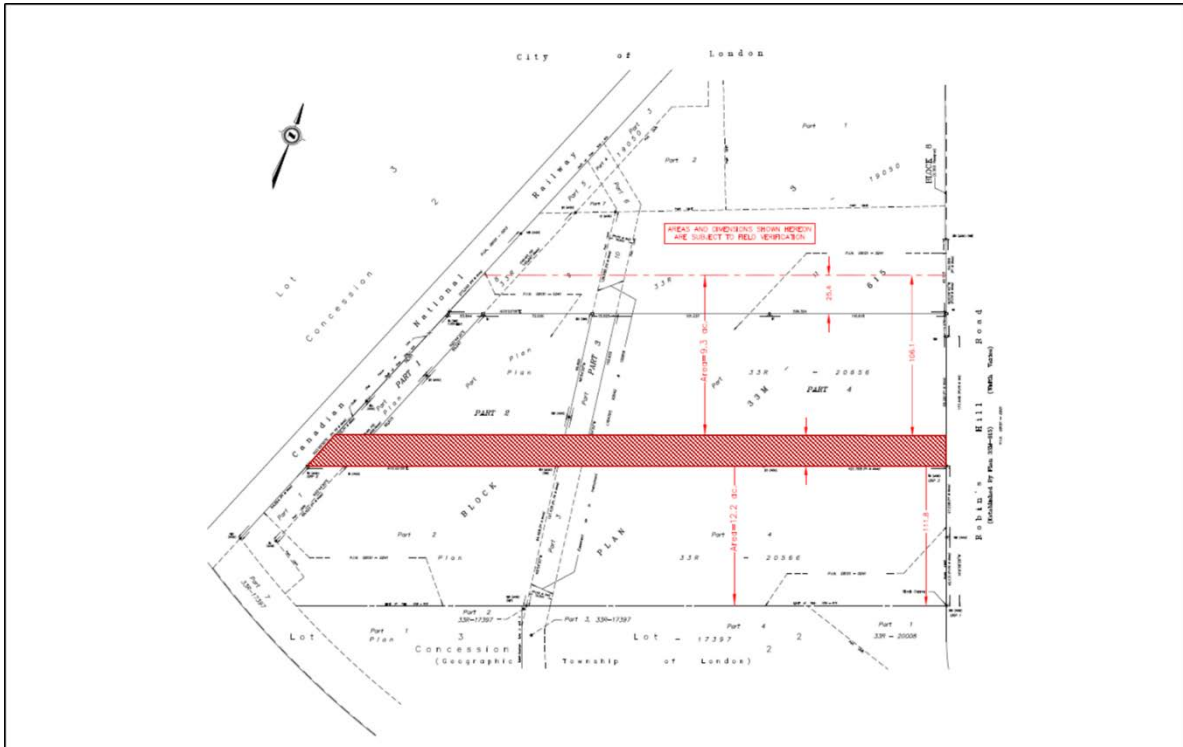
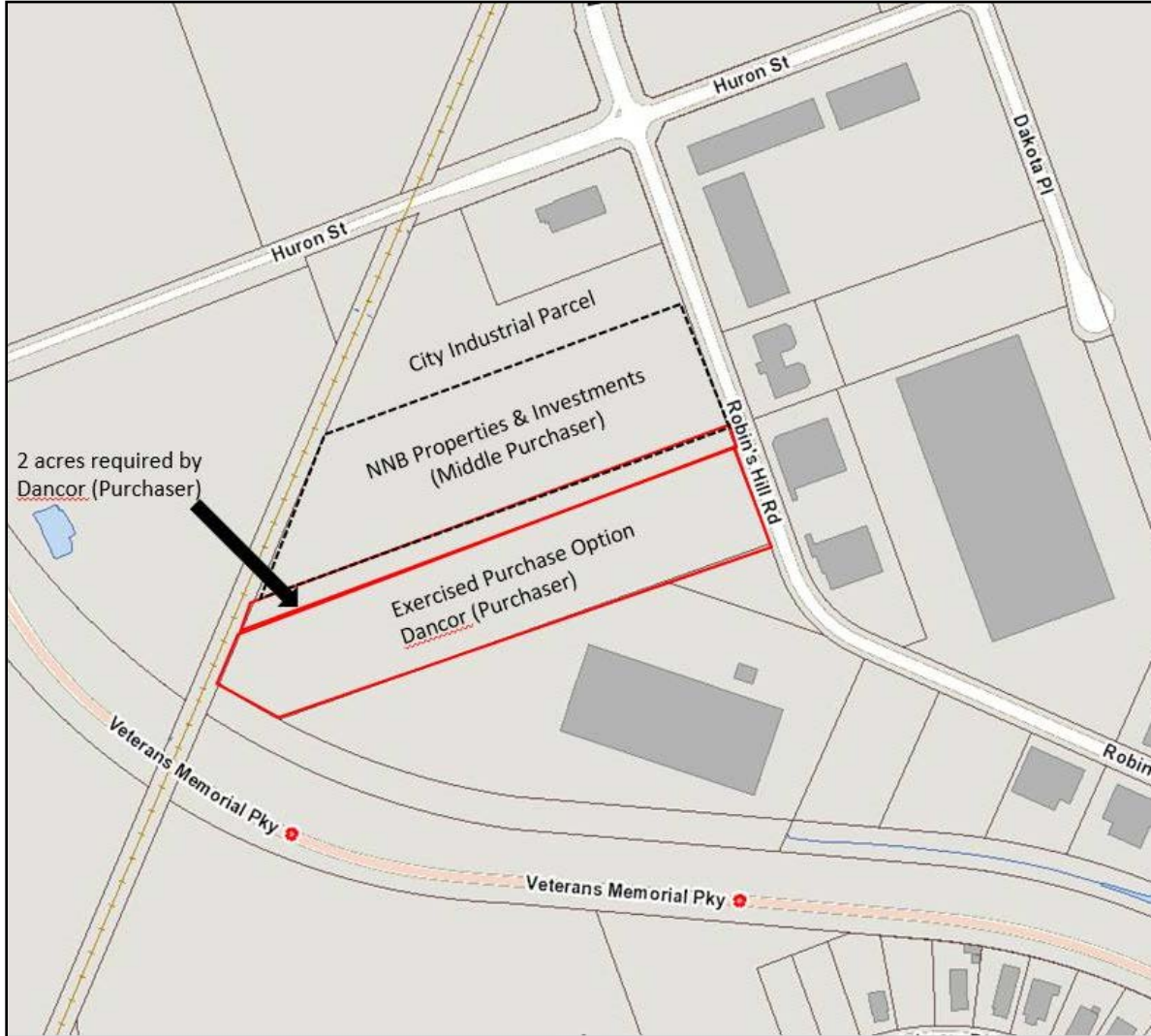
Motion Passed

The meeting adjourned at 5:11 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

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.

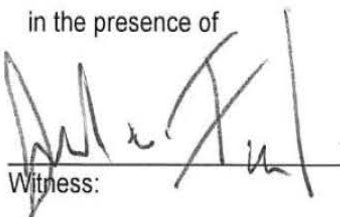
14. Schedules A, B, C, D & E attached hereto form part of this Agreement.

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

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)



) **Signature of Signing Officer**

) Name: Sean Ford

) Title: A.S.O.

) 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

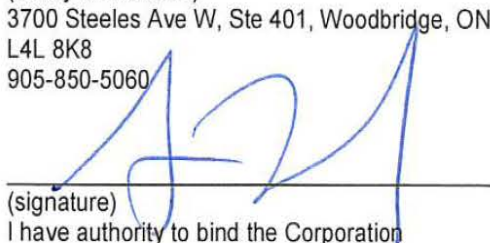
NOTE: Schedule "A" attached - "Purchaser's Declaration of Intent"
Schedule "B" attached - "City-owned Serviced Land Sale Policy"
Schedule "C" attached - Copy of R-Plan 33R-20656 with "The Lands" outlined and hatched in red.
Schedule "D" attached - "Additional Terms and Conditions"

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 905-850-5060
Telephone:	
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.

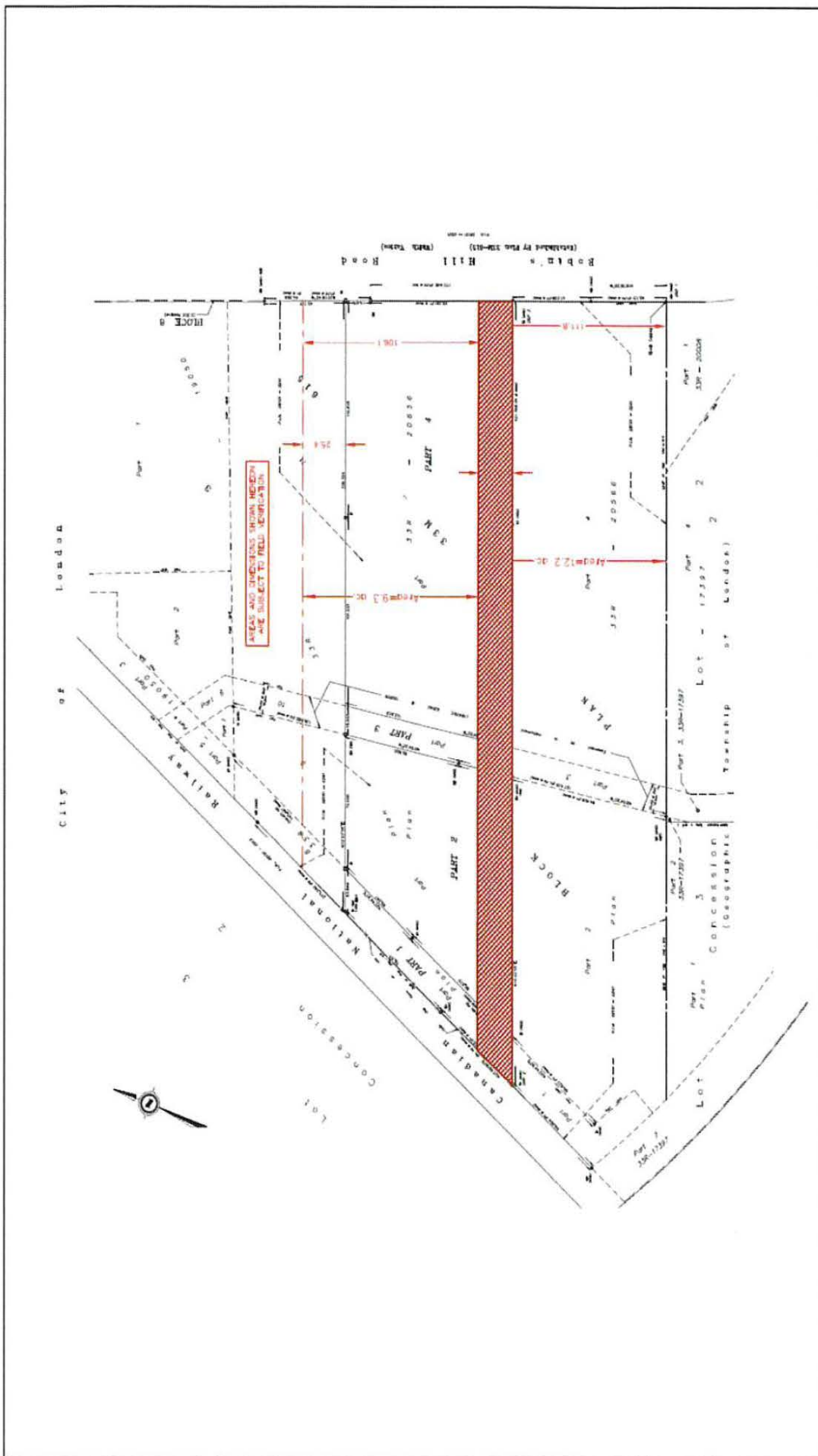
CLASS 3 SALE

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 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.

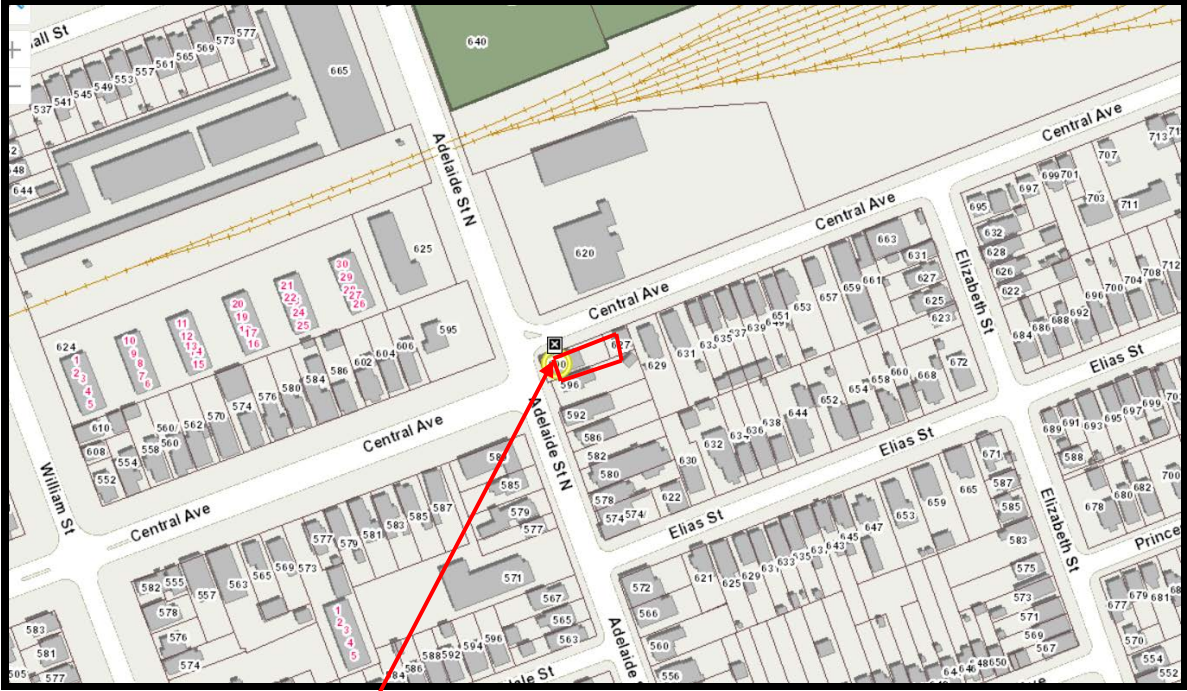
SCHEDULE "A"



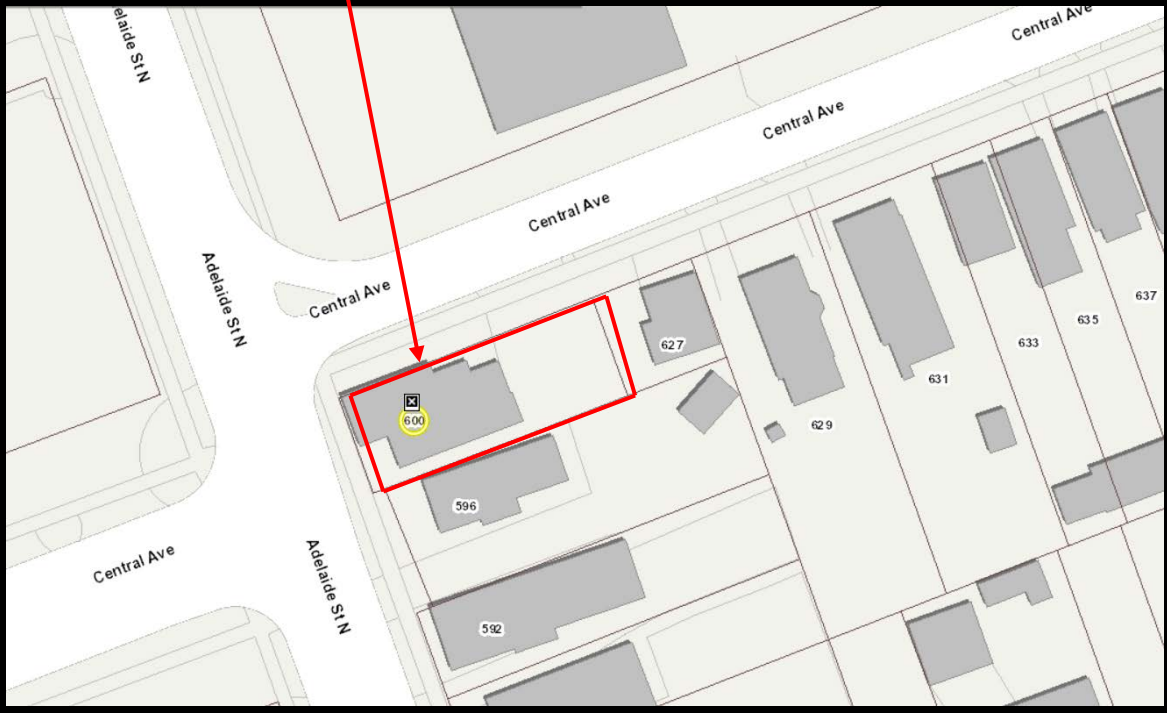
LOTS 3 AND 4 OF PLAN 33M-251



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

Chair and Members
Corporate Services Committee

#20066
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:

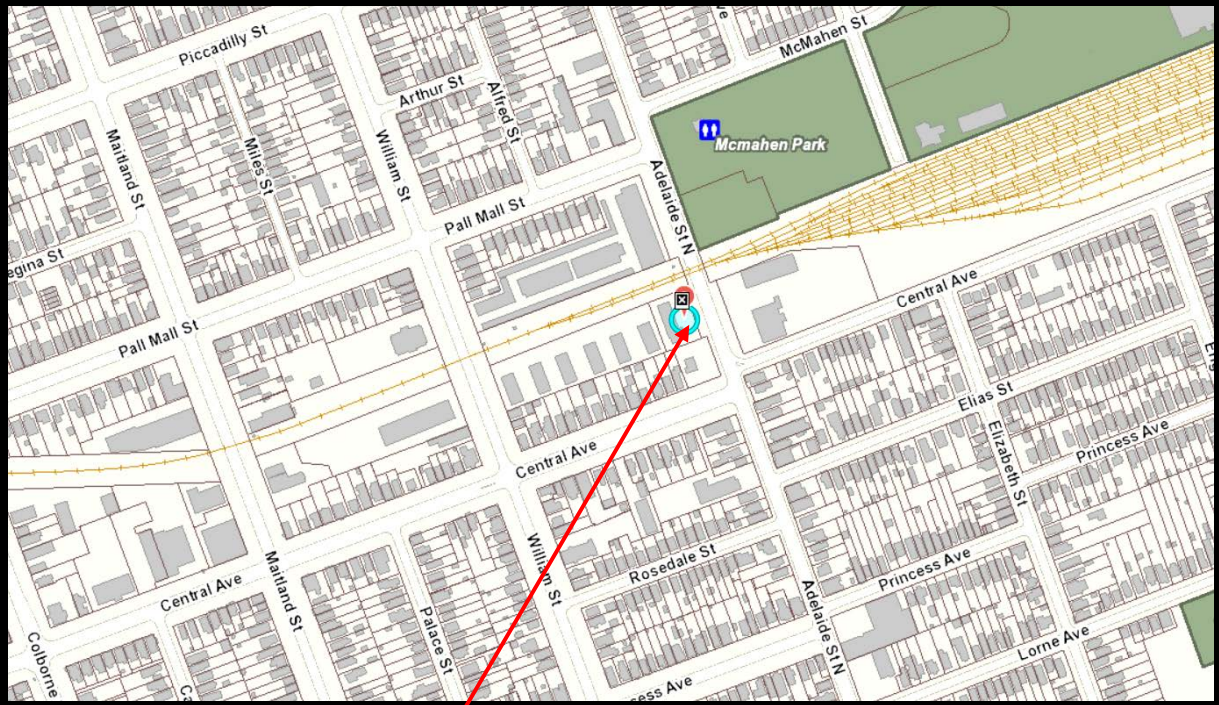
	<u>TOTAL</u>
Purchase Cost	\$650,000
Add: Land Transfer Tax	9,475
Add: Legal Fees, Appraisal, Accounting Fees, etc.	38,250
Add: HST @13%	84,500
Less: HST Rebate	(73,060)
Total Purchase Cost	<u>\$709,165</u>

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

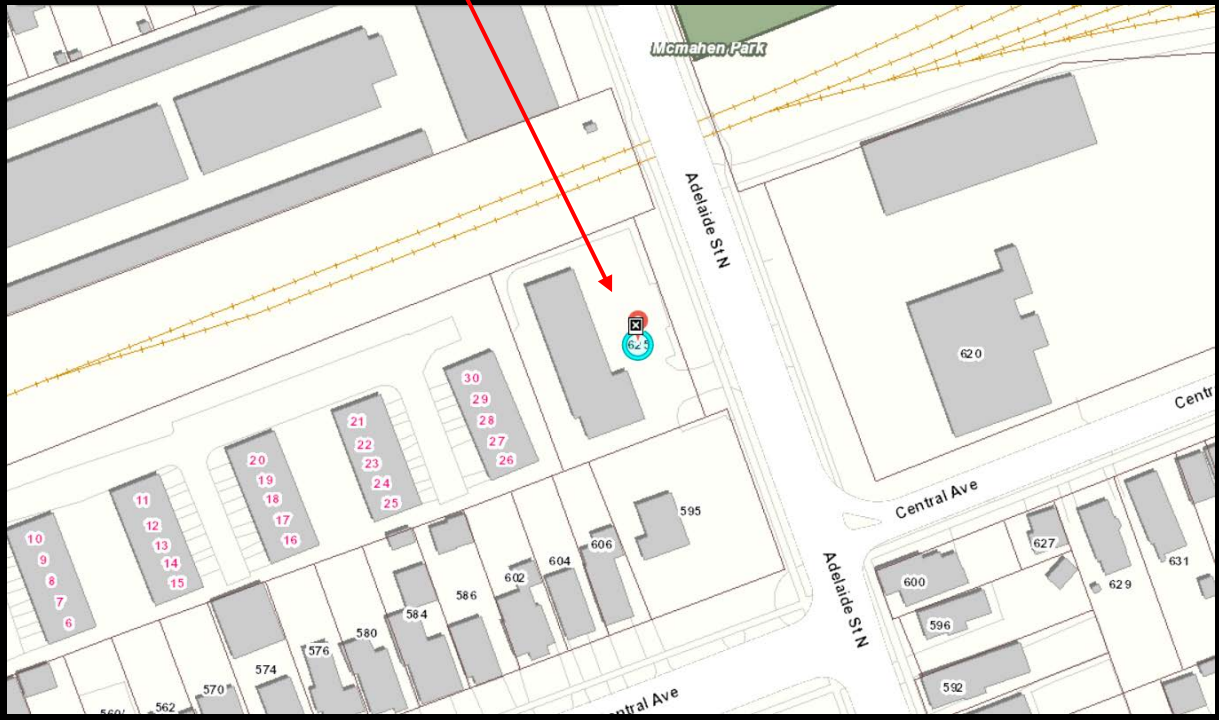
JD

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.

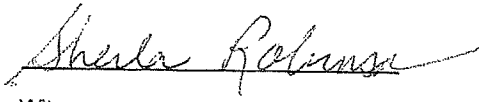
_____ of the Council of The Corporation of the City of London passed the
_____ day of _____, 2020.

THE CORPORATION OF THE CITY OF LONDON

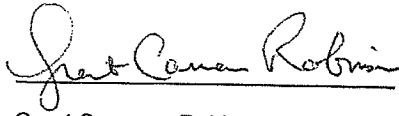
Ed Holder, Mayor

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

Chair and Members
Corporate Services Committee

#20065
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

Civic Works Committee

Report

The 7th Meeting of the Civic Works Committee
May 26, 2020

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

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

Remote attendance: Councillors J. Helmer, S. Hillier, and A. Hopkins; M. Butlin, D. MacRae, S. Mathers, C. Saunders, K. Scherr, E. Skalski and J. Stanford

The meeting was called to order at 12:01 PM; it being noted that the following Members were in remote attendance: Councillors M. Cassidy, 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 daughter operate a business at this location.

2. Consent

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

That items 2.1 to 2.5 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 Adelaide Wastewater Treatment Plant Upgrades Consultant Award

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the assignment of consulting services for the design of the Adelaide Wastewater Treatment Plant upgrade works:

- a) Cole Engineering Group Ltd. BE APPOINTED Consulting Engineers in the amount of \$358,955.19, including 10% contingency (excluding HST), based upon the Fee Guideline for Professional Engineering Services, recommended by the Ontario Society of Professional Engineers; and in accordance with Sections 12.2 (b) and 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the project BE APPROVED in accordance with the "Sources of Financing Report", as appended to the staff report dated May 26, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;

- d) the approvals given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E01)

Motion Passed

2.2 New Pedestrian Crossovers

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated May 26, 2020, for the purpose of amending the Traffic and Parking By-law (PS-113) as it relates to the new pedestrian crossovers to be installed in 2020, BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020. (2020-T04)

Motion Passed

2.3 Contract Award: Tender 20-74 - Contract Award W12A Landfill Site Cell 10 Base and Leachate Collection System Construction

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

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 contract for the W12A Landfill Site Cell 10 Base and Leachate Collection System Construction:

- a) the bid submitted by Ron Murphy Contracting Co. Ltd (Ron Murphy), at its tendered price of \$4,476,790 (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Ron Murphy was the lowest of five (5) bids received;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated May 26, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender 20-74); 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. (2020-E07)

Motion Passed

2.4 Response to the Association of Municipalities of Ontario (AMO) Regarding Transition of Recycling

Moved by: P. Van Meerbergen

Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to a request by the Association of Municipalities of Ontario (AMO) for details on recycling transition:

a) the Mayor BE AUTHORIZED to advise the Ontario Ministry of the Environment, Conservation and Parks (MECP) and the Association of Municipalities of Ontario (AMO) that the Corporation of the City of London would like to:

i) transition the collection of recyclables to full producer responsibility on January 1, 2023; and,

ii) examine opportunities of working with producers (industry) during the transition period (e.g., fee for services basis for recycling such as administration, education and awareness, contract management, monitoring and compliance);

it being noted that the Mayor has previously been authorized to advise MECP and AMO that the transition of processing and marketing of recyclables to full producer responsibility could occur on January 1, 2023; and,

b) the Civic Administration BE DIRECTED to undertake the following actions as part of the transition process:

i) continue to take an active role in the development of the regulatory environment and implementation plans of the transition process through the Municipal 3Rs Collaborative (M3RCs) which is comprised of the AMO, Regional Public Works Commissioners of Ontario, Municipal Waste Association and the City of Toronto;

ii) ensure that producers (industry) are aware that an existing competitively awarded contract to collect recyclables is currently in place in London, and that opportunities to use the existing contractor (Miller Waste Systems) with mutually agreeable transition contract terms should be considered from January 1, 2023 to December 31, 2025, it being noted that this would further benefit London taxpayers as early contract termination fees could be reduced;

iii) ensure that the producers' plan to transition residents, Municipal Elected Officials and City staff to the new system is accountable and transparent and also includes separate contingency plans developed by the City; and,

iv) ensure that producers are aware that opportunities to increase waste diversion, maximize resource recovery and optimize recycling system operations can be examined through the London Waste to Resources Innovation Centre and its business and academic collaborators for the benefit of all in Ontario and elsewhere. (2020-E07)

Motion Passed

2.5 Lease Agreement with SunSaver 4 Limited for New Public Electric Vehicle (EV) Charging Stations

Moved by: P. Van Meerbergen
Seconded by: S. Lewis

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated May 26, 2020, being "A by-law to approve a Lease Agreement between The Corporation of the City of London and SunSaver 4 Limited" BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020, to:

- a) approve the Lease Agreement with SunSaver 4 Ltd., for the purpose of leasing parking spots on property owned by The Corporation of the City of London for use as publicly-accessible electric vehicle charging stations; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-L04A/E19)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

That the Deferred Matters List, as at May 15, 2020, BE RECEIVED.

Motion Passed

Voting Record:

Moved by: P. Van Meerbergen
Seconded by: E. Pelozá

That the Deferred Matters List, as at May 15, 2020, excluding item #5 – 745-747 Waterloo Street, BE RECEIVED.

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

Motion Passed (6 to 0)

Moved by: E. Pelozá
Seconded by: S. Lewis

That Deferred Matters List, as at May 15, 2020, item #5 – 745-747 Waterloo Street, BE RECEIVED.

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

Recuse: (1): E. Holder

Motion Passed (5 to 0)

6. Adjournment

The meeting adjourned at 12:35 PM.

Planning and Environment Committee

Report

The 8th Meeting of the Planning and Environment Committee
May 25, 2020

PRESENT: Councillor M. Cassidy (Chair), J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, Mayor E. Holder

ALSO PRESENT: H. Lysynski, C. Saunders and S. Spring.

Remote Attendance: Councillors E. Pelosa and S. Hillier; A. Anderson, G. Barrett, M. Campbell, M. Feldberg, P. Kokkoros, G. Kotsifas, L. Pompilii, M. Tomazincic, B. Westlake-Power and P. Yeoman

The meeting is called to order at 4:19 PM, with Councillor M. Cassidy in the Chair and Councillor S. Turner present; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Helmer, A. Hopkins and A. Kayabaga.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: A. Kayabaga

Seconded by: E. Holder

That Items 2.1 to 2.5, inclusive, and 2.7 and 2.8, inclusive, BE APPROVED.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

2.1 Application - 1510 Fanshawe Park Road East (H-9187)

Moved by: A. Kayabaga

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by Peter Hamstra, relating to the property located at 1510 Fanshawe Park Road East, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Community Facility (h*CF1/CF3) Zone TO a Community Facility (CF1/CF3) Zone to remove the "h" holding provision.

Motion Passed

2.2 Exception to Delegated Authority for Consent

Moved by: A. Kayabaga
Seconded by: E. Holder

That on the recommendation of the Director, Development Services, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend By-law CP-23 entitled the "Committee of Adjustment and Consent Authority By-law" to delegate the Consent Authority under section 53 of the *Planning Act, 1990* to the Director, Development Services during the declared emergency under section 4 or 7.0.1 of the *Emergency Management and Civil Protection Act, 1990* until December 1, 2020.

Motion Passed

2.3 Application - 184 Exeter Road - Removal of Holding Provisions (H-9168)

Moved by: A. Kayabaga
Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by Southbridge Health Care G.P. Inc., relating to the property located at 184 Exeter Road, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning for a portion of 184 Exeter Road FROM a Holding Residential R5 Special Provision/R6 Special Provision/Residential R7 Special Provision (h*h-100*h-198*R5-4(22)/R6-5(50)/R7(21).D45.H17) Zone TO a Holding Residential R5 Special Provision/R6 Special Provision/Residential R7 Special Provision (h-100.R5-4(22)/R6-5(50)/R7(21).D45.H17) Zone to remove the "h" and "h-198" holding provisions.

Motion Passed

2.4 Application - Exemption from Part-lot Control - 2673 Asima Drive and 3313 Strawberry Walk (P-9191)

Moved by: A. Kayabaga
Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by Rockwood Homes, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting on June 2, 2020 to exempt Blocks 50 and 51, Plan 33M-699 from the Part-Lot Control provisions of Subsection 50(7) of the *Planning Act*, for a period not exceeding three (3) years.

Motion Passed

- 2.5 Application - 1258 and 1388 Sunningdale Road West - Removal of Holding Provisions (H-9169)

Moved by: A. Kayabaga

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by Foxhollow North Kent Developments Inc., relating to the properties located at 1258 and 1388 Sunningdale Road West, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h-h-100*R1-3) Zone TO Residential R1 (R1-3) Zone to remove the "h" and h-100" holding provisions.

Motion Passed

- 2.7 Application - 3425 Emily Carr Lane (H-9149)

Moved by: A. Kayabaga

Seconded by: E. Holder

That, on the recommendation of the Director, Development Services, based on the application by 2557727 Ontario Inc., relating to the property located at 3425 Emily Carr Lane, the proposed by-law appended to the staff report dated May 25, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1 Special Provision (h-94*R1-3(7)) Zone TO a Residential R1 Special Provision (R1-3(7)) Zone to remove the "h-94" holding provision.

Motion Passed

- 2.8 Building Division Monthly Report for March 2020

Moved by: A. Kayabaga

Seconded by: E. Holder

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

Motion Passed

- 2.6 Application - 130, 136, 146 and 164 Pond Mills Road - Pond Mills Subdivision Special Provisions 39T-12501

Moved by: S. Turner

Seconded by: E. Holder

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 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:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the Pond Mills Subdivision (39T-12501) appended to the staff report dated May 25, 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 May 25, 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 May 25, 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 fulfill its conditions.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: J. Helmer

Seconded by: S. Turner

That, the following actions be taken with respect to the Deferred Matters List:

- a) Item 4 BE AMENDED to read Q4 2020;
- b) the Civic Administration BE REQUESTED to update the Expected Reply Dates and to report back at a future Planning and Environment Committee meeting; and,
- c) the Managing Director, Development and Compliance Services & Chief Building Official and the Managing Director, Planning and City Planner, BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Yeas: (6): M. Cassidy, J. Helmer, A. Hopkins, S. Turner, A. Kayabaga, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 4:37 PM.

Community and Protective Services Committee

Report

The 6th Meeting of the Community and Protective Services Committee
May 26, 2020

PRESENT: Councillors S. Lewis (Chair), M. van Holst, M. Salih, P. Squire, S. Hillier, Mayor E. Holder

ALSO PRESENT: J.Bunn, M. Schulthess and S. Spring

Remote attendance: Councillors M. Cassidy, J. Helmer, A. Hopkins and E. Pelozza; L. Livingstone; A.L. Barbon, B. Card, K. Dickins, T. Fowler, O. Katolyk, D. Popadic, C. Smith and S. Stafford

The meeting was called to order at 4:00 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors S. Hillier, M. Salih, P. Squire and M. van Holst

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

2.1 Continuation of Federal Community Action Program for Children (CAPC) Funding in London: 2020-2024

Moved by: M. van Holst

Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the staff report dated May 26, 2020, with respect to the continuation of the Federal Community Action Program for Children (CAPC) funding in London for 2020 to 2024, BE RECEIVED. (2020-S07)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Food Security Pilot - Backyard Chickens - S. Eden

Moved by: E. Holder

Seconded by: S. Hillier

That NO ACTION BE TAKEN with respect to the communication dated April 21, 2020, from S. Eden, with respect to a pilot program to allow citizens to raise chickens in order to secure a supply of eggs and hens for their own consumption. (2020-P14)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 Holy Roller Tank Memorial - Councillor S. Lewis

Moved by: S. Lewis

Seconded by: E. Holder

That the following actions be taken with respect to the communication dated May 8, 2020 from Lt. Col. A. Finney, 1st Hussars and the communication from Councillor S. Lewis, appended to the agenda, with respect to the restoration of the Holy Roller tank memorial in Victoria Park:

- a) the concurrence of Municipal Council BE COMMUNICATED to the Commanding Officer of the 1st Hussars to permit a major preservation of the Holy Roller memorial;
- b) the Civic Administration BE AUTHORIZED to investigate all necessary steps to work with the 1st Hussars Calvary Fund to allow private donations to be received for the cost of this project;
- c) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with a recommendation for other partnership measures that could be undertaken by the City of London, itself, toward this restoration effort in recognition of the historical significance of this municipally owned asset; and,
- d) the above-noted communications, with respect to this matter, BE RECEIVED (2020-R01)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Middlesex London Health Unit Asset Disposal - Councillor S. Lewis

Moved by: M. van Holst

Seconded by: S. Hillier

That the communication dated May 12, 2020, from Councillor S. Lewis, with respect to the disposal of Middlesex London Health Unit assets BE NOTED AND FILED. (2020-S08)

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Hillier

Seconded by: P. Squire

That the Deferred Matters List for the Community and Protective Services Committee, as at May 15, 2020, BE RECEIVED.

Yeas: (6): S. Lewis, M. van Holst, M. Salih, P. Squire, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 4:33 PM.

Corporate Services Committee

Report

9th Meeting of the Corporate Services Committee
May 25, 2020

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

ALSO PRESENT: S. Spring, B. Westlake-Power

Remote attendance: Councillor E. Peloza; L. Livingstone, A. Barbon, B. Card, I. Collins, M. Daley, J. Freeman, M. Galczynski, J. Logan, K. Murray, B. Somers

The meeting is called to order at 12:03 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: A. Hopkins

Seconded by: A. Kayabaga

That Consent Items 2.1 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)

2.1 SS20-07 Single Source Corporate Technology Assets

Moved by: A. Hopkins

Seconded by: A. Kayabaga

That, on the recommendation of the Director, Information Technology Services the following actions be taken, with respect to Corporate Technology Assets:

a) the extension of the existing Single Source contract, the Vendor of Record (VOR OSS-00466131), Province of Ontario Agreement (Schedule A appended to the staff report dated May 25, 2020) for an eighteen (18) month term for Desktop Management Products and Services from CompuCom Canada Co., 1830 Matheson Boulevard, Unit, Mississauga, ON, Canada L4W 0B3, BE APPROVED;

b) the proposed by-law appended to the staff report dated May 25, 2020 as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on Tuesday, June 2, 2020 to:

i) approve the Amending Agreement between CompuCom Canada Co. (the "Supplier") and The Corporation of the City of London (the "Buyer") for the "Publicly Funded Organization Agreement" for Desktop Management Services and Products (DMSP-03), forming a part of the by-law and attached as Schedule A to the staff report dated May 25, 2020; and

ii) authorize the Mayor and City Clerk to execute the Agreement;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this matter;
- d) the approval hereby given BE CONDITIONAL upon the Corporation negotiating the maintaining of satisfactory prices, terms and conditions with CompuCom Canada Co. to the satisfaction of the Director, Information Technology Services; and
- e) the approval hereby given BE CONDITIONAL upon the Corporation entering into a formal contract, agreement or having a purchase order relating to the subject matter of this approval.

Motion Passed

2.2 Amendments to Property Tax By-laws for 2020 Final Tax Billing

Moved by: A. Hopkins
 Seconded 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 amendments to property tax by-laws for the 2020 Final Tax Billing:

- a) the proposed by-law appended to the staff report dated May 25, 2020 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend By-Law No. A-8, as amended, being “The Property Tax Collection By-Law” to provide for the tax installment dates for 2020; and
- b) the proposed by-law appended to the staff report dated May 25, 2020 as Appendix “B” BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020 to amend By-Law A.-5505-497, as amended, being “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” to provide for pre-authorized tax payment plan dates for the year 2020.

Motion Passed

2.3 Procurement in Emergencies - COVID-19

Moved by: A. Hopkins
 Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, as per section 14.2 of the Procurement of Goods and Services Policy, a report of Emergency non-competitive individual purchases which exceed \$50,000 (pre-taxes), that the City has made up to the date of May 5, 2020 due to COVID-19, BE RECEIVED for information.

Motion Passed

2.4 Cancellation - June 18, 2020 - 25-Year Club Annual Reunion

Moved by: A. Hopkins
 Seconded by: A. Kayabaga

That, on the recommendation of the City Manager, the staff report dated May 25, 2020 entitled “Cancellation – June 18, 2020 25-Year Club Annual Reunion”, BE RECEIVED for information.

Motion Passed

3. Scheduled Items

3.1 2020 Debenture Issuance Report #2

Moved by: J. Morgan
Seconded by: E. Holder

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken:

a) the issuance of serial debentures for a total of \$36,000,000 BE APPROVED, noting the average all-in rate is 1.673% over a 10-year term; and

b) the proposed by-law appended to the staff report dated May 25, 2020 as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on June 2, 2020, to authorize the borrowing upon serial debentures in the aggregate principal amount of \$36,000,000 towards the cost of certain capital works of The Corporation of the City of London;

it being noted that the Corporate Services Committee received a verbal presentation from D. Berner, National Bank of Canada, with respect to this matter.

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

Motion Passed (6 to 0)

4. Items for Direction

4.1 New Commercial Property Tax Rate Out of Sync with Current Economic Reality - G. Macartney, CEO, London Chamber of Commerce

Moved by: A. Hopkins
Seconded by: E. Holder

That the following actions be taken with respect to the communication dated May 7, 2020 from G. Macartney, CEO, London Chamber of Commerce regarding the City of London commercial property tax rate:

a) the above-noted communication BE RECEIVED; and,

b) the Mayor BE DIRECTED to provide information to the London Chamber of Commerce, including past actions taken, to clarify the issues raised in the above-noted communication.

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

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 1:05 PM.

Bill No. 179
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 2nd day of June,
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 June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Bill No. 180
2020

By-law No. D.-_____ - ____

A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of \$36,000,000.00 towards the cost of certain capital works of The Corporation of the City of London.

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of the City of London (the "City") authorized each capital work of the City set out in Column (2) of Schedule "A" attached hereto and forming part of this By-law ("Schedule "A") and the issue of debentures therefor in the respective principal amount specified in Column (3) of Schedule "A" (individually a "Capital Work", collectively the "Capital Works");

AND WHEREAS before authorizing each Capital Work and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the City had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation. Prior to the Council of the City authorizing each Capital Work, each such additional cost amount and each such additional debenture authority, the Treasurer of the City determined that the estimated annual amount payable in respect of each Capital Work, each such additional cost amount and each such additional debenture authority, would not cause the City to exceed the updated limit and that the approval of each Capital Work, each such additional cost amount and each such additional debenture authority by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

AND WHEREAS to provide long-term financing for the Capital Works it is now deemed to be expedient to borrow money by the issue and sale of instalment debentures of the City in the aggregate principal amount of \$36,000,000.00 payable at the times and bearing interest at the rates hereinafter set forth, as agreed to by the City on May 13, 2020.

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

1. For the Capital Works, the borrowing upon the credit of the City at large of the aggregate principal amount of \$36,000,000.00 and the issue of instalment debentures therefor within the term of 10 years in denominations of \$1,000.00 and any integral multiples thereof, as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the City are hereby authorized to cause any number of instalment debentures in the aggregate principal amount of \$36,000,000.00, as described in section 1 above (the "**Debentures**"), payable in annual instalments of principal (June 5) with semi-annual instalments of interest thereon (June 5 and December 5, commencing on December 5, 2020) to be issued for such amounts of money as may be required for the Capital Works in global and definitive forms, not exceeding in total the said aggregate principal amount of \$36,000,000.00. The Debentures shall bear the City's municipal seal

and the signatures of the Mayor and of the Treasurer of the City, all in accordance with the provisions of the Act. The municipal seal of the City and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs. The Debentures shall initially be issued in global fully registered form as one certificate in the aggregate principal amount of \$36,000,000.00 substantially in the form of Schedule "B" attached hereto and forming part of this By-law (the "**Global Debenture**"). The Global Debenture shall initially be issued in the name of CDS & CO. as nominee of CDS Clearing and Depository Services Inc. ("**CDS**"), and shall provide for payment of principal and interest, electronically in final and irrevocable same-day funds in accordance with the applicable requirements of CDS, so long as the Global Debenture is held by CDS.

3. (1) The Debentures shall all be dated the 5th day of June, 2020, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall mature within the term of years set out in Column (6) of Schedule "A" and the respective amounts of interest or of principal and interest payable in each of the years during the currency of the Debentures shall be as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**"). The Debentures maturing (principal payable) in the year 2021 shall bear interest at the rate of 0.80% per annum, the Debentures maturing (principal payable) in the year 2022 shall bear interest at the rate of 0.90% per annum, the Debentures maturing (principal payable) in the year 2023 shall bear interest at the rate of 1.05% per annum, the Debentures maturing (principal payable) in the year 2024 shall bear interest at the rate of 1.20% per annum, the Debentures maturing (principal payable) in the year 2025 shall bear interest at the rate of 1.35% per annum, the Debentures maturing (principal payable) in the year 2026 shall bear interest at the rate of 1.50% per annum, the Debentures maturing (principal payable) in the year 2027 shall bear interest at the rate of 1.60% per annum, the Debentures maturing (principal payable) in the year 2028 shall bear interest at the rate of 1.70% per annum, the Debentures maturing (principal payable) in the year 2029 shall bear interest at the rate of 1.75% per annum and the Debentures maturing (principal payable) in the year 2030 shall bear interest at the rate of 1.85% per annum.
- (2) Payments in respect of principal and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.
4. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable both before and after default and judgment. Any amounts payable by the City as interest on overdue principal or interest in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days, if applicable.
5. In limited circumstances (as agreed to by both the City and CDS) the Global Debenture shall be exchangeable for certificated Debentures in definitive fully registered form in authorized denominations upon surrender of the Global Debenture to the Treasurer of the City provided that there is at least one definitive Debenture which matures in each of the remaining years of the currency of the Global Debenture. The definitive Debentures shall aggregate the same principal amount as the principal outstanding balance of the Global Debenture as of the record date for such exchange in accordance with the

provisions of the Global Debenture, shall bear the same interest rates and maturity dates, shall bear all unmatured interest obligations and shall have the same benefits and be subject to the same terms and conditions as the Global Debenture (except insofar as they specifically relate to the Global Debenture). In issuing definitive Debentures no change shall be made in the amount which would otherwise be payable in each year under the Global Debenture. The definitive Debentures shall be in fully registered form, payable as to principal and outstanding interest in lawful money of Canada at maturity upon presentation and surrender thereof at any specified branch in Canada of the City's bank designated in the definitive Debentures. Prior to maturity, the definitive Debentures shall be payable as to interest by cheque sent by mail to the registered addresses of the registered holders or, if authorized in writing, by electronic transfer.

6. In each year in which a payment of an instalment of interest or of principal and interest becomes due in respect of the Debentures there shall be raised as part of the general municipal levy the amounts of interest or of principal and interest payable in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
7. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
8. The City shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures may be recorded and the City is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
9. The City shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The City shall deem and treat registered holders of the Debentures, including the Global Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the City on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the City. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the City.
10. The Debentures are transferable or exchangeable at the office of the Treasurer of the City upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the City and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer of the City shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

11. The Mayor and the Treasurer of the City shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity dates and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen, destroyed or dematerialized, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized) furnished the City with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the City in its discretion; and (c) surrendered to the City any mutilated or defaced Debenture in respect of which new Debentures are to be issued in substitution.
12. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity dates and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
13. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the City. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the City shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry the name of the registered holder as directed by the transferor.
14. Subject to an agreement that the City may enter into to the contrary, reasonable fees may be imposed by the City for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized and for the replacement of any of the interest cheques that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed. When new Debentures are issued in substitution in these circumstances the City shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
15. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
16.
 - (1) The Mayor and the Treasurer of the City are hereby authorized to cause the Debentures to be issued, the execution of a purchase letter in respect of the Debentures, dated as at May 13, 2020, by the Treasurer of the City (Managing Director, Corporate Services and City Treasurer, Chief Financial Officer) is hereby ratified, confirmed and approved, one or more of the Treasurer and the Clerk are hereby authorized to generally do all things and to execute all other documents and papers in the name of the City in order to carry out the sale of the Debentures through CDS's book entry only system and the Treasurer is authorized to affix the City's municipal seal to any of such documents and papers.
 - (2) The money received by the City from the sale of the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall

be apportioned and applied to the Capital Works, and to no other purpose except as permitted by the Act.

17. The City reserves the right to issue additional instalment debentures of the same maturities, interest rates and terms and conditions.
18. Subject to the City's statement of investment policies and goals and the applicable legislation, the City may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the City may in its discretion determine.
19. This By-law comes into force on the day it is passed.

Passed in Open Council on June 2, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

THE CORPORATION OF THE CITY OF LONDON

SCHEDULE "A" TO BY-LAW NO. D.-● -●

(1)	(2)	(3)	(4)	(5)	(6)
By-Law Number	Capital Work Description	Approved Principal Amount to be Financed Through the Issue of Debentures	Principal Amount of Debentures Previously Issued	Principal Amount of Debentures to be Issued	Term of Years
		\$	\$	\$	
W.-1716(g)-168, W.-1716(f)-146, W.-1716(e)-270, W.-1716(c)-176, W.-1716(b)-300, W.-1716(d)-262, W.-1716(a)-299, W.-1716-76; A.-7961-98	Capital costs in connection with the industrial land acquisition project (ID1145)	27,081,282.00	22,700,000.00	2,200,000.00 (Property Tax Supported)	10
W.-1974-654 A.-7961-98	Capital costs in connection with the South East Multi-Purpose Recreation Centre project (RC2758)	1,649,400.00	Nil	1,368,630.00 (Property Tax Supported)	10
W.-5535-98 A.-7961-98	Capital costs in connection with the Highway 401 Interchange project (TS1308)	13,745,004.00	Nil	3,000,000.00 (Property Tax Supported)	10
W.-5550-67 W.-5550(d)-88 A.-7961-98	Capital costs in connection with the Western Road widening project (TS1489)	16,424,198.00	3,000,000.00	600,000.00 (Property Tax Supported) 2,000,000.00	10

THE CORPORATION OF THE CITY OF LONDON

SCHEDULE "A" TO BY-LAW NO. D.-● -●

(1)	(2)	(3)	(4)	(5)	(6)
By-Law Number	Capital Work Description	Approved Principal Amount to be Financed Through the Issue of Debentures	Principal Amount of Debentures Previously Issued	Principal Amount of Debentures to be Issued	Term of Years
		\$	\$	\$	
				(Non-Tax/Rate Supported)	
W.-5578-93 W.-5578(a)-210 A.-7961-98	Capital costs in connection with the South West Multi-Purpose Recreation Centre project (RC2755)	41,940,465.00	31,789,700.00	800,000.00 (Property Tax Supported)	10
W.-5584-183 W.-5584(c)-89 A.-7961-98	Capital costs in connection with the SWM Facility Dingman Creek North Lambeth No. P9 project (ESSWM-DCNLP9)	5,039,742.00	Nil	3,000,000.00 (Non-Tax/Rate Supported)	10
W.-5593-37 A.-7961-98	Capital costs in connection with the Colonel Talbot pumping station project (ES2204)	12,268,956.00	Nil	6,500,000.00 (Non-Tax/Rate Supported)	10
W.-5598-54 W.-5598(a)-521 A.-7961-98	Capital costs in connection with the East Multi-Purpose Recreation Centre project (RC2756)	22,958,505.00	9,061,000.00	7,031,370.00 (Property Tax Supported) 2,700,000.00	10

THE CORPORATION OF THE CITY OF LONDON

SCHEDULE "A" TO BY-LAW NO. D.-● -●

(1)	(2)	(3)	(4)	(5)	(6)
By-Law Number	Capital Work Description	Approved Principal Amount to be Financed Through the Issue of Debentures	Principal Amount of Debentures Previously Issued	Principal Amount of Debentures to be Issued	Term of Years
		\$	\$	\$	
				(Non-Tax/Rate Supported)	
W.-5636-41 A.-7961-98	Capital costs in connection with the Greenway Pollution Control Centre expansion and upgrade project (ES2685)	28,861,900.00	25,400,000.00	1,000,000.00 (Non-Tax/Rate Supported)	10
W.-5642-466 A.-7961-98	Capital costs in connection with the Southwest Capacity improvement project (ES5263)	15,006,387.00	Nil	2,300,000.00 (Non-Tax/Rate Supported)	10
W.-5643-22 A.-7961-98	Capital costs in connection with the Industrial Land Development Strategy(ILDS) sanitary servicing trunk and internal oversizing project (ID1057)	5,000,000.00	Nil	3,500,000.00 (Non-Tax/Rate Supported)	10
TOTAL				36,000,000.00	

THE CORPORATION OF THE CITY OF LONDON

Schedule "B" to By-law NO. D.-● -●

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to The Corporation of the City of London or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & CO., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & CO. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & CO., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

No. FRG20-01

\$36,000,000.00

C A N A D A
Province of Ontario
THE CORPORATION OF THE CITY OF LONDON

FULLY REGISTERED GLOBAL INSTALMENT DEBENTURE

THE CORPORATION OF THE CITY OF LONDON (THE "ISSUER"), for value received, hereby promises to pay to

CDS & CO.

as nominee of CDS or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), by the final maturity date of this global debenture (June 5, 2030), the principal amount of

Thirty-Six Million Dollars
----- (\$36,000,000.00) -----

by annual payments on the 5th day of June in each of the years 2021 to 2030, both inclusive, in the amounts set forth in the attached Schedule (the "Schedule") in lawful money of Canada, and to pay interest thereon until the final maturity date of this Global Debenture in like money in semi-annual payments from June 5, 2020, or from the last date on which interest has been paid on this Global Debenture, whichever is later, at the rates of interest set forth in the Schedule, in arrears on the 5th day of June and the 5th day of December, in each year, commencing on December 5, 2020 (each, a "Payment Date") in the manner provided in the Conditions. Subject to the Conditions, interest shall be paid on default at the applicable rate set out in the Schedule both before and after default and judgment. The applicable interest rate, the payments of principal and interest and the principal balance outstanding in each year are shown in the Schedule.

This Global Debenture is subject to the Conditions.

DATED at the City of London the 5th day of June, 2020.

IN TESTIMONY WHEREOF and under the authority of the related debenture by-law (Bill No. 180) duly passed by the Council of the Issuer on the 2nd day of June, 2020, pursuant to which this Global Debenture is authorized and issued (the "Debenture By-law"), this Global Debenture is sealed with the municipal seal of the Issuer and signed by the Mayor and by the Treasurer thereof.

Date of Registration: June 5, 2020

Mayor (seal) _____
Treasurer

SCHEDULE

Year	CUSIP No.	ISIN No.	Interest Rate %	Semi-annual Interest		Principal June 5 \$	Total Annual Payment \$	Principal Balance Outstanding June 5 \$
				June 5 \$	November 5 \$			
2020				-	248,940.00	-	248,940.00	36,000,000.00
2021	541908KJ7	CA541908KJ70	0.80	248,940.00	235,268.00	3,418,000.00	3,902,208.00	32,582,000.00
2022	541908KK4	CA541908KK44	0.90	235,268.00	219,765.50	3,445,000.00	3,900,033.50	29,137,000.00
2023	541908KL2	CA541908KL27	1.05	219,765.50	201,516.50	3,476,000.00	3,897,282.00	25,661,000.00
2024	541908KM0	CA541908KM00	1.20	201,516.50	180,444.50	3,512,000.00	3,893,961.00	22,149,000.00
2025	541908KN8	CA541908KN82	1.35	180,444.50	156,455.00	3,554,000.00	3,890,899.50	18,595,000.00
2026	541908KP3	CA541908KP31	1.50	156,455.00	129,440.00	3,602,000.00	3,887,895.00	14,993,000.00
2027	541908KQ1	CA541908KQ14	1.60	129,440.00	100,192.00	3,656,000.00	3,885,632.00	11,337,000.00
2028	541908KR9	CA541908KR96	1.70	100,192.00	68,614.50	3,715,000.00	3,883,806.50	7,622,000.00
2029	541908KS7	CA541908KS79	1.75	68,614.50	35,557.00	3,778,000.00	3,882,171.50	3,844,000.00
2030	541908KT5	CA541908KT52	1.85	35,557.00	-	3,844,000.00	3,879,557.00	-
				<u>1,576,193.00</u>	<u>1,576,193.00</u>	<u>36,000,000.00</u>	<u>39,152,386.00</u>	

LEGAL OPINION

We have examined the Debenture By-law of the Issuer authorizing the issue of instalment debentures in the aggregate principal amount of \$36,000,000.00 dated June 5, 2020 and maturing in ten (10) instalments of principal of varying amounts on the 5th day of June in each of the years 2021 to 2030, both inclusive.

The Debenture By-law has been properly passed and is within the legal powers of the Issuer. The instalment global debenture issued under the Debenture By-law (in the aggregate principal amount of \$36,000,000.00), substantially in the within form (the “**Global Debenture**”) is a direct, general, unsecured and unsubordinated obligation of the Issuer. The Global Debenture is enforceable against the Issuer subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*, as amended. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter delivered on the date of the Global Debenture.

Toronto, June 5, 2020

WeirFoulds LLP

CONDITIONS OF GLOBAL DEBENTURE

Form, Denomination, Ranking and Beneficial Interests in Global Debenture

1. The debentures issued pursuant to the Debenture By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons in denominations of \$1,000.00 and any integral multiples thereof.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Issuer. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Issuer except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is the Global Debenture registered in the name of the nominee of CDS and held by CDS. Beneficial interests in this Global Debenture are represented through book entry accounts, to be established and maintained by CDS, on its records for CDS’s participants (the “Participants”) in accordance with its participant agreement and rules and procedures which are posted on CDS’s website.
4. Except in the limited circumstances described herein, owners of beneficial interests in this Global Debenture will not be entitled to have Debentures registered in their names, will not receive or be entitled to receive physical delivery of Debentures and will not be considered registered holders of Debentures under the Conditions. The Issuer does not have any responsibility or liability for maintaining, supervising or reviewing any records of CDS or Participants relating to payments made or to be made by CDS or any Participant on account of beneficial ownership interests in this Global Debenture.

Certificated Debentures

5. This Global Debenture is exchangeable, in whole but not in part, for certificated Debentures in definitive form registered in the name of a person other than CDS or its nominee only upon the occurrence of any of the following events: (a) upon 30 days notice by CDS to the Issuer, CDS may discontinue the eligibility of this Global Debenture on deposit, or cease to hold this Global Debenture in respect of the Debentures; or (b) if CDS ceases to be a recognized clearing agency under applicable Canadian or provincial securities legislation and a successor is not appointed; or (c) if the Issuer gives CDS appropriate notice that it is unable or unwilling to continue to have CDS hold this Global Debenture as a book entry only security or that it desires or has processed an entitlement requiring a withdrawal of this Global Debenture, and the Issuer has all right, power, capacity and authority to do so.
6. Debentures issued in exchange for this Global Debenture shall be issued as certificated Debentures in definitive form in authorized denominations, shall have the same benefits and be subject to the same terms and conditions as this Global Debenture (except insofar as they specifically relate to this Global Debenture as such), shall be registered in such names and in such denominations as CDS shall direct and shall be delivered as directed by the persons in whose names such definitive Debentures are to be registered.
7. Upon the exchange of certificated Debentures in definitive form for this Global Debenture, the Issuer shall receive and cancel this Global Debenture, shall reduce the holdings of CDS & CO. on the registry to nil and shall issue or cause to be issued in exchange for this Global Debenture certificated Debentures in definitive form in an aggregate principal amount equal to and in exchange for the Participants’ proportionate interests in this Global Debenture as of the record date for such exchange, as directed by CDS. On or after any such exchange, but only to the extent reasonably practicable in the circumstances, the Issuer shall make all payments in respect of such certificated Debentures in definitive form to the registered holders thereof, notwithstanding such exchange occurred after the record date for any payment and prior to such payment date.

Registration

8. The Issuer will keep at its designated office in the City of London a registry in which shall be entered the names and addresses of the registered holders of Debentures and particulars of the Debentures held by them respectively and in which transfers, exchanges and substitutions of Debentures may be registered.

Title

9. The Issuer shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof.

The Issuer shall deem and treat registered holders of Debentures, including this Global Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Issuer on the Debentures to the extent of the amount or amounts so paid.

Payments of Principal and Interest

10. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date, including a maturity date. Principal of and interest on the Debentures are payable by the Issuer to the persons registered as holders in the registry on the relevant record date. The Issuer shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.

11. The Issuer shall make all payments in respect of annual principal and semi-annual interest on the Debentures on the Payment Dates commencing with a payment of semi-annual interest on December 5, 2020 electronically in final and irrevocable same-day funds in accordance with the applicable requirements of CDS, so long as this Global Debenture is held by CDS.

12. In the case that certificated Debentures in definitive form are issued, the Issuer shall make all payments in respect of principal and outstanding interest in lawful money of Canada at maturity upon presentation and surrender thereof at any specified branch in Canada of the Issuer's bank designated in the definitive Debentures, and prior to maturity, shall make payments of interest, by cheque sent by mail to the registered addresses of the registered holders or, if authorized in writing, by electronic transfer.

13. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days, if applicable.

14. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day and no further interest shall be paid in respect of the delay in such payment.

15. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Issuer.

16. In the case of the death of one or more joint registered holders, despite sections 9 and 15 of the Conditions, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Issuer.

Transfers, Exchanges and Substitutions

17. Debentures are transferable or exchangeable at the office of the Treasurer of the Issuer upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Issuer and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

18. The Issuer shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity dates and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft, destruction or dematerialization, provided that the applicant therefor shall have: (i) paid such costs as may have been incurred in connection therewith; (ii) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized Debenture) furnished the Issuer with such evidence (including evidence as to the certificate number of the Debenture in question) and indemnity in respect thereof satisfactory to the Issuer in its discretion; and (iii) surrendered to the Issuer any mutilated or defaced Debenture in respect of which new Debentures are to be issued in substitution.

19. Each Debenture executed and delivered upon any registration of transfer or exchange for or in substitution for any Debenture or part thereof shall carry all the rights to interest, if any, accrued and unpaid which were carried by such Debenture or part thereof and shall be so dated.

20. Subject to an agreement that the Issuer may enter into to the contrary, the Issuer shall not impose any fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the issue of new Debentures in substitution for Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen, destroyed or dematerialized or for the issue of new cheques, in substitution for interest cheques that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed.

Purchases

21. Subject to the investment policies and goals of the Issuer and the applicable legislation, the Issuer may, if not in default under the Debentures, at any time purchase Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Issuer may in its discretion determine.

Additional Debentures

22. The Issuer has reserved the right to issue additional instalment debentures of the same maturities, interest rates and terms and conditions.

Notices

23. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Issuer or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day then such notice may be given on the next following Business Day.

Time

24. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

25. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

THE CORPORATION OF THE CITY OF LONDON

SCHEDULE "C" TO BY-LAW NO. D.-● -●

SCHEDULE

Year	Maturity	Principal 05-Jun \$	Interest Rate %	5-Jun \$	Interest 5-Dec \$	Annual Payments \$
2020				-	248,940.00	248,940.00
2021	06-05-21	3,418,000	0.80	248,940.00	235,268.00	3,902,208.00
2022	06-05-22	3,445,000	0.90	235,268.00	219,765.50	3,900,033.50
2023	06-05-23	3,476,000	1.05	219,765.50	201,516.50	3,897,282.00
2024	06-05-24	3,512,000	1.20	201,516.50	180,444.50	3,893,961.00
2025	06-05-25	3,554,000	1.35	180,444.50	156,455.00	3,890,899.50
2026	06-05-26	3,602,000	1.50	156,455.00	129,440.00	3,887,895.00
2027	06-05-27	3,656,000	1.60	129,440.00	100,192.00	3,885,632.00
2028	06-05-28	3,715,000	1.70	100,192.00	68,614.50	3,883,806.50
2029	06-05-29	3,778,000	1.75	68,614.50	35,557.00	3,882,171.50
2030	06-05-30	<u>3,844,000</u>	1.85	<u>35,557.00</u>	-	<u>3,879,557.00</u>
Total		<u>36,000,000</u>		<u>1,576,193.00</u>	<u>1,576,193.00</u>	<u>39,152,386.00</u>

Bill No. 181
2020

By-law No. A-8-20_____

A by-law to amend By-law No. A-8, as amended, being "The Property Tax Collection By-law to provide for tax installment dates for 2020.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 307 of the *Municipal Act, 2001* provides for the passing of by-laws for the levying of rates of taxation;

AND WHEREAS section 342 (1)(a) of the *Municipal Act, 2001* provides that a local municipality may pass by-laws providing for the payment of taxes in one amount or by instalments and the date or dates in the year for which the taxes are imposed on which the taxes or instalments are due;

AND WHEREAS the Municipal Council considers it to be in the interest of the municipality to provide for tax installment payment dates for 2020;

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

1. Part 3 of By-law A-8, as amended, being "The Property Tax Collection By-law, is hereby further amended by adding section 3.11 as follows:

3.11 Real property taxes – 3 installments – due dates for the year 2020

Despite any other sections in this by-law, for the year 2020, the final installments of property taxes shall be due in three installments being, August 31st, October 30th and December 15th.

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

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Bill No. 182
2020

By-law No. A.-5505(____)-_____

A by-law to amend By-law No. A.-5505-497, as amended being “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” to provide for pre-authorized tax payment plan dates for the year 2020”.

WHEREAS section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 307 of the *Municipal Act, 2001* provides for the passing of by-laws for the levying of rates of taxation;

AND WHEREAS section 342 (1)(b) of the *Municipal Act, 2001* provides that a local municipality may pass by-laws providing alternative instalments and due dates in the year for which the taxes are imposed other than those established under clause 342 (1)(a) to allow taxpayers to spread the payment of taxes more evenly over the year;

AND WHEREAS the Municipal Council considers it to be in the interest of the municipality to provide for pre-authorized tax payment plan dates for the year 2020;

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

1. Schedule “A” of By-law No. A.-5505-497, as amended, is further amended by adding paragraph 19 as follows:

19. Despite any other section of this by-law, for the year 2020 the last five (5) payments of taxes for property owners on the pre-authorized tax payment plan shall be due on August 31, September 30, October 30, November 30, and December 15.

2. This by-law come into force on the day it is passed.

PASSED in Open Council on June 2, 2020

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Bill No. 183
2020

By-law No. A.- _____ -_____

A by-law to approve the Amending Agreement to the “Publicly Funded Organization Agreement” between The Corporation of the City of London and CompuCom Canada Co; and to authorize the Mayor and City Clerk to execute the Amending Agreement.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. entered into an Agreement in 2016 regarding desktop management services and products, under substantially the same terms as an agreement between the Province and CompuCom Canada Co. (DMSP-03);

AND WHEREAS The Corporation of the City of London and CompuCom Canada Co. wish to amend the Agreement;

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

1. The Amending Agreement to the Publicly Funded Organization Agreement entered into between The Corporation of the City of London and CompuCom Canada Co., attached as Schedule “A” to this by-law, is authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the Amending Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – June 2, 2020
Second reading – June 2, 2020
Third reading – June 2, 2020

SCHEDULE "A"

THIS AMENDING AGREEMENT made as of May 7, 2020.

B E T W E E N:

COMPUCOM CANADA CO.
(the "Supplier")

- and -

THE CORPORATON OF THE CITY OF LONDON
(the "Buyer")

WHEREAS the Supplier and the Buyer entered into a Publicly Funded Organization Agreement in 2016, regarding desktop management services and products (the "Agreement");

AND WHEREAS the Supplier and Her Majesty the Queen in right of Ontario amended the DMSP Agreement, effective November 4th, 2019, to *inter alia* establish a new Expiry Date of November 7, 2021;

AND WHEREAS the Supplier and the Buyer wish to amend the Agreement;

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants contained in the Agreement, and subject to the terms and conditions of this Amending Agreement, the parties agree as follows:

1.0 AMENDMENTS

Subparagraph b(iv) on the first page of the Agreement is amended by deleting the date "May 7, 2018" and replacing it with the new termination dated of "November 7, 2021".

2.0 AGREEMENT BINDING

- 2.1 Except as amended by this Amending Agreement, the Agreement shall remain binding and in full force and effect.
- 2.2 This Amending Agreement shall be binding on the parties and their respective successors and assigns.

3.0 EXECUTION

- 3.1 The Buyer and the Supplier acknowledge that it has each read this Amending Agreement, understands it and agrees to be bound by its terms and conditions.
- 3.2 This Amending Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Amending Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Amending Agreement as to the parties and may be used in lieu of the original Amending Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
- 3.3 The Parties represent and warrant that the execution and delivery of this Agreement have been duly authorized, and when executed and delivered will constitute a legal, valid and binding obligation of the Parties enforceable on its terms.

IN WITNESS WHEREOF the City and the Parties have signed this Amending Agreement by their duly authorized representatives.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF LONDON

Date:

Ed Holder, Mayor

Catharine Saunders, City Clerk

COMPUCOM CANADA CO.

Date:

*Per:
Name:
Title:

Date:

*Per:
Name:
Title:
*I/We have authority to bind the corporation.

Bill No. 184
2020

By-law No. A.- _____ - _____

A by-law to approve the Lease Agreement with SunSaver 4 Ltd. for the purpose of leasing parking spots on property owned by The Corporation of the City of London for use as publicly-accessible electric vehicle charging stations; and to authorize the Mayor and City Clerk to act on behalf the City of London and execute the Agreement.

WHEREAS section 2 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the Municipal Act, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and may pass by-laws respecting economic, social and environmental well-being of the municipality, and may pass by-laws respecting services and 'things the municipality is authorized to provide';

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law:

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

1. The Lease Agreement, attached as Schedule A, to be entered into between The Corporation of the City of London and SunSaver 4 Ltd. for the purpose of providing electric vehicle charging services on City of London property, this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Lease Agreement between The Corporation of the City of London and SunSaver Ltd.

This Lease is made on this _____ day of _____ 2020 (the “**Commencement Date**”).

BETWEEN: The Corporation of the City of London (the “Lessor”) and SunSaver 4 Ltd (the “Lessee”). Each of the Lessor and the Lessee may be referred to herein as a “Party” and collectively the “Parties”.

WHEREAS the Lessor represents and warrants that it is the sole legal and beneficial owner or lessee of the real property described in Exhibit “A” (the “**Lands**”) or is the duly authorized agent of such owner or lessee and has the authority to enter into this Lease; and

WHEREAS the Lessor has agreed to grant to the Lessee a lease of a portion(s) of the Lands, being the area(s) described in Exhibit “B” (the “**Leased Area**”) for the purposes of constructing and operating electric vehicle charging stations (“**EV Stations**”) to charge electric vehicles (the “**Project**”).

WHEREAS, the Lessor acknowledges and accepts that the Lessee has received government funding from Natural Resource Canada (NRCan) under the ZEVIP Program, a program to assist early adoption of electric vehicles and related infrastructure that may not yet be economically viable, and entered into a legally-binding Contribution Agreement with Natural Resources Canada for this City of London project. Lessor agrees that this lease agreement shall not be in violation of the NRCan Contribution Agreement including but not limited to returning any funding received if this lease agreement is terminated before its 10th year and sharing any net-profit with Natural Resource Canada equally for the first 10 years.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, and in consideration of the rents, covenants and agreements hereinafter set out on the part of the Lessee to be paid, observed and performed, the Lessor hereby demises and leases to the Lessee the Lands together with its appurtenances herein described upon the following terms and conditions:

- 1. Use of Leased Area.** During the Term, the Lessee shall have the possession of and right to use the Leased Area twenty-four (24) hours a day, seven (7) days per week. The Lessee shall use the Leased Area for the purposes of developing, constructing and operating the Project and ancillary uses related thereto. The Lessee shall provide detailed engineering plans and drawings showing the proposed construction of the “Equipment” and “Level 2 EV stations” to the Lessor for final approval, acting reasonably. Without limiting the generality of the foregoing, the Lessee shall have the following rights: (i) the right to conduct Project viability assessments including but not limited to, soil surveys and other environmental and engineering assessments; (ii) the right to construct, install, maintain, use, replace, relocate, remove, maintain and to operate on the Leased Area, including but not limited to, electric vehicle charging equipment, structures, devices, concrete or other types of foundations or moorings, overhead and underground electrical transmission and distribution lines, electric transformers, meters, switch gear and associated cabinetry and telecommunications equipment, (collectively, the “**Equipment**”) as may be necessary or useful for the Project (for the purposes of this Lease, the definition of Project shall include all Equipment used in the Project); (iii) the right to connect the Project to any and all transmission and/or distribution lines and other required electrical infrastructure located on, over, under or off of the Lands; (iv) the right to access the Leased Area at any time by way of existing roads or laneways; (v) the right to access the Leased Area twenty-four (24) hours a day, seven (7) days per week, three hundred and sixty-five (365) days per year; and (vi) the right to undertake any other activities that the Lessee reasonably deems necessary or useful to accomplish any of the foregoing. For purposes of this Lease, Equipment shall also include EV Stations and “**EV Station(s)**” shall mean all electrical and mechanical equipment, hardware, and software installed by Lessee, electrical wiring and/or cabling, equipment infrastructure, Lessee’s signage and all

supporting equipment, including without limitation concrete pads, protective bollards, and, if elected to be constructed by Lessee, a canopy covering the Leased Area.

2. **Level 2 EV Stations.** As used in this Lease, “**Level 2 EV Station**” means an EV Station that is rated to be approximately 7 kilowatts (kW). Only Level 2 EV Stations will be installed by Lessee at all the Leased Area listed in Exhibit B.
3. **Expansion Option.** Upon obtaining the prior consent of the Lessor, the Lessee's right to lease additional portions of the Lands upon the same terms and conditions as the Leased Area shall be reviewed for approval by Lessor under future amendments to this agreement.
4. **Term.** The term of the Lease shall commence on the Commencement Date and shall run for a period of ten (10) years subject to extension as hereinafter set out (the “**Initial Term**”). The Lessor hereby grants to the Lessee the right to extend the Initial Term for two (2) further and consecutive periods of five (5) years (the “**Extension Term**”). The Extension Term shall take effect at the sole discretion of the Lessor, **acting reasonably**. Except as otherwise provided herein, the Extension Term will be subject to the same terms and conditions as apply during the Initial Term. The Initial Term and the Extension Term are collectively referred to as the “**Term**” and shall be reasonably extended where circumstances of a Force Majeure that is beyond the direct control of the Lessee, delay the ability of the Lessee to move forward with the Project on the Lands.
5. **Rent.** Lessee shall pay an Annual Gross Rental of Ten Dollars (\$10.00), paid in advance at the beginning of each lease year, for each parking space occupied by Lessee in the Leased Area identified in Exhibit B for each of the ten years of the initial term and shall remain constant for each and every renewal term, if exercised. In addition to this, the Lessee shall pay to the Lessor “**Supplementary Rent**” equal to a percentage of the Net Revenue earned by each EV charging stations installed on Lessors property.
 - (a) The total “**Rent**” shall be equal to the sum of the following:
 - (i) Annual Gross Rental of \$10.00 per year per parking space occupied as identified in Leased Area in Exhibit B and
 - (ii) Supplementary Rent of 7.5% of the total Net Revenues earned from all the individual EV charging locations combined during the Initial Term at end of each Period as identified in section 5 (e) below for the first ten years of the Term and
 - (iii) For any Extension Term beyond the first 10 years, a Supplementary Rent of 45% of the Net Revenue earned during the Term at the end of each Period as identified in section 5 (e) below.
 - (b) As used in this Lease, “**Net Revenue**” means for a twelve (12) month period during the Term for each EV Station the difference between: (i) the total revenue the Lessee earned from providing electric vehicle charging services to all of the electric vehicle drivers via such EV Station over the entire Term of the Lease; minus (ii) the total cost the Lessee from purchasing electricity to supply to all of the electric vehicle drivers via such EV Station over the entire Term of the Lease (iii) other expenses incurred by the Lessee as it relates to the annual operation of the Project using Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), on the net profitability of the project The Lessee agrees to provide the yearly financial Notice to Reader statement pertaining to this project to the Lessor to reflect the Net Revenue calculation herein. The Lessor has the right to review and audit the yearly financial statement provided by the Lessee (iv) Contractual net revenue sharing requirement under the ZEVIP Incentive Program with Natural Resources Canada (v) except for the Annual Gross Rental.
 - (d) As used in this Lease, “**Operation Date**” applies to each EV Station and means the date such EV Station was first able to provide electric vehicle charging services to any electric vehicle.
 - (e) The calculation of the Rental portion of Net Revenue for each EV Station is as follows:
 - (i) “**Rent Calculation Date**” will be from the operation date of the EV Stations installed to the December 31st of the same year and then afterwards annually from January 1st to December 31st. The Period between the EV Stations are in operation after installation to December 31st of the same year is the “**First Period**”. The Lessee will arrange to calculate the Net Revenue earned during this period (the “**First Period**”). The Rent for the First Period would be equal to such Net Revenue earned

multiplied by the appropriate percentages provided for in Section 5 (a). the **Second Period, Third Period** and so on would be at each anniversary of Rent Calculation Date with a period of 12 months.

(ii) On each anniversary of the Rent Calculation Date, the Lessee will arrange to calculate the Net Revenue earned during the 12-month period between the current anniversary of the Rent Calculation Date and the immediately preceding anniversary of the Rent Calculation Date (i.e. the applicable "**Period**"). The cumulative Net Revenues for all Periods will then be assessed against the thresholds in Section 5 (a) and the appropriate percentage(s) will be used to calculate the Rent. The Rent for the applicable Period shall equal the Net Revenue earned during such Period multiplied by the relevant percentage(s).

For example, the first Rent Calculation Date would be on the December 31st of year of operation and installation of EV Stations, the first anniversary of the Rent Calculation Date would be 12-months from the Rent Calculation Date. In addition, the period between the Operation Date and the Rent Calculation Date would be defined as the "**First Period**", the period between the Rent Calculation Date and the first anniversary of the Rent Calculation Date would be defined as the "**Second Period**" and the period between the first anniversary of the Rent Calculation Date and the second anniversary of the Rent Calculation Date would be defined as the "**Third Period**". Furthermore, for a Level 2 EV Station, if the Net Revenue for the First Period was equal to \$1,000, the Net Revenue for the Second Period was equal to \$2,000 and the Net Revenue for the Third Period was equal to \$2,000, then the Rent for such Level 2 EV Station during for the First Period would have been \$75 ($\$1,000 \times 7.5\%$) , the Rent for the Second Period would have been equal to \$150 ($\$2,000 \times 7.5\%$) and the Rent for the Third Period would have been equal to \$150 ($\$2,000 \times 7.5\%$).

After the Initial Term of 10 year, for any Extension Term, for a Level 2 EV Station, if the Net Revenue for the First Period was equal to \$1,000, the Net Revenue for the Second Period was equal to \$2,000 and the Net Revenue for the Third Period was equal to \$2,000, then the Rent for such Level 2 EV Station during for the First Period would have been \$450 ($\$1,000 \times 45\%$) , the Rent for the Second Period would have been equal to \$900 ($\$2,000 \times 45\%$) and the Rent for the Third Period would have been equal to \$900 ($\$2,000 \times 45\%$).

(f) The Annual Gross Rental portion of Rent as identified under Section 5 (a) shall be paid in advance at the beginning of each lease year.(b) This Rental cost will be prorated in the first year when EV Stations are installed and then annually from January 1st to December 31st.

(g) The Supplementary Rent portion of Rent as identified under Section 5 (a) shall be paid by the Lessee to the Lessor within sixty (60) days after each Rent Calculation Date and shall include harmonized sales tax where applicable.

(g) Rent payable to Lessor shall be tendered at the address of Lessor specified herein or at such other address as may be duly notified to Lessee by Lessor.

(h) This rental applies regardless of the size of site leased by the Lessee. The "Rent" as identified in 5 (a) is the Total Rent payable for the Premises and no other charge, cost or expense is the responsibility of the Lessee including but not limited to Realty Taxes and/or local improvement charges for the Premises, Lessor's insurance for the Premises and Lessor's any and all operational, maintenance, repair and replacement expenses for the Leased Area.

6. Operating Costs and Capital Expenditure. (a) All "Capital Expenditures" including installation but not limited to initial construction, commissioning, installation of sub-metering and electrical connections from source to the EV station, obtaining all electrical inspection and approvals from the Electrical Safety Authority and obtain the necessary approvals and connection agreement with the Local Distribution Company will be paid upfront by Lessee directly. "Operational Costs" are all costs and expenses associated with the ownership, operations, maintenance, EV Station Service chargers, warranty charges, repair, removal and replacement of the EV Stations and, electricity usage.

(b) The Lessee shall calculate all applicable operating and capital costs. Lessee will use the utility meter in the EV Station and Lessor's electricity bills, pay all costs and rent provided for under section 5 of this agreement including providing applicable quarterly statements to the Lessor. It is understood that the Lessee shall use the integrated meter, which will provide the

electricity volume for financial settlement and payment by the Lessee to the Lessor. Lessor warrants to provide Lessee a copy of the respective hydro bill associated with each installed EV Station. Lessor has the right to review and audit these reimbursements at any time.

(c) The Lessee shall be responsible for the payment of all Lessor incurred Operating Costs to the Lessor as Additional Rent, quarterly in arrears by 30 days. All other Operating Costs and Capital Expenditure not incurred by Lessor will be paid directly by the Lessee. The Lessor shall have the same rights and remedies in the event of default by the Lessee in the payment of Operating Costs or Capital Expenditures as the Lessor has in the event of default by the Lessee in the payment of Rent.

7. Covenants of the Lessee.

(a) Safety and Maintenance. (i) The Lessee shall install, operate, and maintain the Project, in a good, safe and workmanlike manner. (ii) Excluding the Leased Area, the Lessee shall repair, at its sole cost and expense, any physical damage to the Lands and improvements caused by the construction and operation of the Project, reasonable wear and tear excepted, and will restore the surface of such Lands to the same condition, as far as practicable, as existed before the entry thereon, within ninety (90) days from the date the Project first reaches commercial operation or such longer period as may be reasonable in the circumstances. (iii) Binding to this Lease, Lessee shall ensure that EV Stations are connected to a cellular network that will:

- (1) Allow electric vehicle drivers to locate EV Stations and identify if it is available,
- (2) Allow for electric vehicle drivers to pay to use the EV Station using standard remote payment options
- (3) Provide electric vehicle drivers with a 24/7 link and phone number for all troubleshooting needs,
- (4) Collect, organize, summarize and store all charging and non-privacy protected customer data to be shared with City of London and Natural Resources Canada recognizing that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

(b) Utility Availability. Lessee shall be responsible for all electricity costs of the Project. Neither Lessor nor Lessee has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to facilities or equipment located at the Leased Area, unless the cause of the interruption is covered by such Party's indemnity provided for in Section 14

(c) Installation. Upon execution of this Lease, Lessor shall deliver vacant possession of the Leased Area to Lessee and Lessee shall, at its sole cost and expense, proceed with the design and construction of the Project. The design, make, model, and manufacturer of the EV Stations and their number and approximate locations shall be specified in Exhibit "B". Lessee, at any time and for any reason during the term of this Lease, subject always to the prior written consent of the Lessor, not to be unreasonably withheld, conditioned or delayed, and subject always to the terms of this Lease, elect to upgrade, revise, alter, or swap any EV Station installed in the Leased Area.

Lessor acknowledges that if Lessee, at its sole discretion, defer or cancels development of any of the proposed locations specified in Exhibit B, it will not trigger a material default or terminate this lease agreement.

(d) Construction. Lessee is solely responsible for supervising the construction and installation of the EV Stations, and shall have control over construction, scheduling, and installation means, methods, techniques, sequences, and procedures, including the coordination of all work. Before commencing installation of the EV Stations at the Leased Area, Lessee shall: (i) give a copy of the anticipated construction schedule to the Lessor, and (ii) deliver detailed engineering plans and drawings showing the proposed construction of the "Equipment" and "EV Stations" and installation plans to Lessor for approval. Lessor shall review the construction schedule and preliminary installation plans and provide comments to the Lessee promptly in view of approving the construction schedule and plans, which approval shall not be unreasonably withheld, conditioned or delayed, within two (2) weeks of receipt of the construction schedule and plans. No work will begin until the plans have been approved by Lessor and all applicable permits and certifications have been obtained by the Lessee. The acceptance of any plans by the Lessor shall not constitute a waiver of, or estoppel from the exercise, of any right of the Lessor hereunder, nor shall it

relieve the Lessee from any obligation. Once approved, and after Lessee has provided Lessor with all necessary insurance certificates required by this Lease, Lessee will, at its sole cost and expense, oversee and manage the installation of the EV Stations, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all Lessee branded signage which shall comply with Lessors Sign By-law, all in accordance with the installation plans approved by the Lessor. Lessee's construction at the Lands (the maximum size of the staging area is outlined and identified on Exhibit "B"); provided such staging shall not unreasonably interfere with Lessor's use of the Lands. Lessee shall take commercially reasonable efforts to minimize any material adverse impact to customers accessing the Lands, driveways and access points within the parking and common areas of Lessor's Lands during the installation activities.

(e) Permits. Lessee will, at its sole cost and expense, obtain from applicable governmental authorities all licenses, permits, or other approvals required to install the EV Stations, and Lessor will reasonably cooperate upon request with Lessee's efforts to do so as further specified in Section 8. Lessor shall provide such other reasonable assistance to Lessee where needed, including, without limitation, using reasonable efforts to create any necessary easement or servitude agreements with any utility provider where necessary, as determined by Lessee in its reasonable discretion. Lessor will provide staffing support to meet with Lessee at the Leased Area as needed, and cooperate generally with Lessee during the planning, permitting, and construction of the EV Stations. For certainty, it is agreed that staff wages incurred by the Lessor in providing cooperation, assistance and support of Lessor referred to in this Section 6(e) shall be at Lessor's sole cost and expense.

(f) Relocation on the Lands: (i) If the Lessee requests a change of location of the EV chargers on the approved Lands (as identified in Appendix A), approval of the relocation is at the sole discretion of the Lessor, and the Lessee is responsible for all costs associated with the relocation of the EV chargers. (ii) In the event that Lessor needs to have Lessee relocate the EV Stations and equipment for whatever municipal reason or purpose the Lessor agrees to reimburse the Lessee 100% of the reasonable costs for the relocation on the same Land. Relocation within the lands may occur if the Lands are subjected to renovation or capital improvements by the Lessor.

(g) Exclusivity. The Lessor covenants and agrees that the Lessee shall have the exclusive right to install and operate electric vehicle charging stations on the Lands identified in Appendix A. Throughout the Term, the Lessor shall not use the Lands, or convey rights in any manner, including but not limited to, leasing or licensing space at the Lands or at such adjacent lands to any person, for the purpose of the installation and operation of any electric vehicle charging station, without the prior written consent of the Lessee in its sole discretion. It is also understood by the Lessee and Lessor that Lessor may install its own EV charging stations on one or all of the locations identified in Appendix A for use by Lessor's Fleet vehicles at any time during this Lease Agreement. The EV chargers installed by Lessor will be owned and operated by the Lessor and will have its own separate electrical connection. Further, the EV Stations installed by Lessor will be exclusively used for Lessor's Fleet charging.

(h) No Liens. Lessee will not permit or suffer any mechanic's or material men's or construction liens or legal hypothecs to attach to the Leased Area as a result of the installation of the EV Stations. If such a lien or hypothec attaches to the Leased Area, Lessee shall remove or bond over (which shall include payment of sums into court, where required or permitted by law) such lien or hypothec at Lessee's sole cost and expense, within thirty (30) days of Lessee receiving written notice thereof from Lessor. In the event the Lessee fails to remove such lien or hypothecs as provided above, then the Lessor may, but shall not be obliged to cause such lien to be discharged by the posting of bonds or the payments of amounts into a court of competent jurisdiction as may be required and the Lessee shall be responsible for all actual costs incurred by the Lessor (including but not limited to reasonable legal fees) in taking such action.

(i) Additional Services. Lessee and its employees and vendors may perform security assessments and, with the consent of the Lessor, not to be unreasonably withheld, install or add additional reasonable security features at the Leased Area, including, without limitation, lighting and cameras. Lessee will bear all the costs associated with taking permits and providing additional services in the Leased Area.

(j) Taxes, Rates and Assessments. Lessee is solely responsible for its own taxes and will not get charged any property or other City implied taxes for these EV-Chargers, and

any other equipment installed by it at the Leased Area, as well as any business taxes payable by Lessee in relation to the Lessee's activities on the Leased Area. All other real or personal property taxes related to the Lands, excluding any increase in real estate taxes on the Lands of which the Leased Area is a part, which arise from Lessee's improvements and/or Lessee's use of the Leased Area, are the sole obligation of Lessor. Lessee shall reimburse Lessor for any increase (which increase shall be determined by the Parties acting reasonably) of property taxes or any other tax, charge or levy, arising solely out of the use of the Leased Area by Lessee. By way of example: if the Lessor receives an assessment notice or tax bill for the Lands which identifies an increase in the Lessor's tax obligations based solely on Lessee's use of the Leased Area, Lessor shall provide Lessee with: (a) a copy of the tax bill identifying such increase, (b) evidence from the appropriate taxing authority confirming the increase is based (or that portion of the increase which is based) solely on the Lessee's use of the Leased Area, and (c) evidence of Lessor's payment of the tax obligations. Thereafter, Lessee shall reimburse the Lessor that portion of the increase in Lessor's tax obligations attributable solely to the Lessee's use of the Leased Area. Lessee's reimbursement payment shall be paid to Lessor within thirty (30) days after demand for same is made by the Lessor. The Parties hereby confirm and agree that any carbon credits or other environmental attributes, certifications, or other related environmental and green energy benefits that may be created or generated by, or result from, the installation and operation of the Project, are the sole and exclusive property of Lessee.

(k) Government Regulation. The Lessee shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment comply with all required laws, directions, rules and regulations of relevant governmental authorities. The Lessee shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Leased Area or the Project of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, provincial, municipal or other governmental agency or entity. Any such contest or proceeding shall be controlled and directed by the Lessee.

(l) Removal of Project. The Lessee shall quit and surrender possession of the Leased Area within sixty (60) days or a reasonable period of time, whichever is the longer, after the expiration or termination of this Lease and shall remove its Equipment within that time or such longer period as is reasonably necessary and restore the Leased Area to the original condition existing prior to the Commencement Date, excluding ordinary wear and tear and damage caused by the Lessor, fire or other casualty; provided, however, that any underground electrical wiring shall be capped off, properly labelled and secured, but not removed. For the avoidance of doubt, Lessee will not remove any equipment installed by a utility.

(m) Signage. Lessee may paint, place, erect, or construct signage, marks, branding, or advertising devices in, on, or about the Leased Area (including directly on each EV Station) as Lessee shall deem necessary or appropriate subject to Lessor approval, which shall be subject to Lessor acting reasonably. Lessee shall be responsible at its own cost and expense to obtain any and all permits necessary for the installation of its signs. All signage shall be in accordance with City's By-laws, rules and ordinances.

(n) Insurance. The Lessee will at all times throughout the Term, maintain commercial general liability insurance coverage in an amount not less than Two Million Dollars (\$ 2,000,000.00) per occurrence for bodily injury and property damage. Such policy shall extend to include the Lessor as an additional insured but solely with respect to liability related to the Equipment. Upon request from the Lessor, the Lessee shall provide the Lessor with a memorandum of insurance evidencing that said coverages are in force and shall also notify the Lessor in advance of any material change in coverage or cancellation of any such policy.

(o) Expansion. Any expansion of EV chargers occupying additional parking spots at the Lands identified in Appendix A, will be subject to future amendments of this Lease Agreement by Lessor, and upon approval of Lessor.

8. Covenants and Representations of the Lessor.

(a) Title to the Lands. The Lessor covenants, represents and warrants that (i) it has good and marketable title to the Lands and/or has full power and authority to enter into and execute this Lease; (ii) there are no other agreements in or pursuant to which any other person or entity has or may acquire the right to lease, purchase or obtain any rights in the Lands, or portion thereof, from the Lessor; (iii) there are no liens, levies, encumbrances,

easements, mortgages, security interests or any other rights in and/or restrictions on the Lands (the “**Encumbrances**”) other than as registered on title to the Lands as of the Commencement Date and the Encumbrances do not and will not restrict, require consent or approval, or otherwise interfere or prevent the Lessee from entering and using the Lands and/or Leased Area for the purposes described in this Lease; (iv) the rights granted herein do not conflict with any rights previously granted by the Lessor to others; (v) the Lands connect to a public road; and (vi) the Lessee shall have legal and practical access to the Leased Area. Lessor acknowledges and agrees that the use of the Leased Area for the Project does not constitute a nuisance and, by way of example and without limitation, Lessor waives any and all claims or demands of any nature or kind relating to any noise created by the use of the EV Stations’ equipment.

(b) Quiet Possession. The Lessor covenants and agrees that the Lessee shall hold and enjoy the Leased Area and its appurtenances, subject to the terms and conditions of this Lease. During the Term, the Lessor shall not act or omit to act in any manner that could adversely affect or impair access to or use of the Leased Area by the Lessee without the prior written consent of the Lessee, which consent may not be unreasonably withheld. Without limiting the generality of the foregoing the Lessor: (i) shall not disturb the Project’s access to the electrical utility grid or road access by undertaking or allowing any other party to undertake any building, installing, paving or planting on the Lands or adjacent lands owned by the Lessor, of any kind, which could negatively affect any aspect of the Project; and (ii) shall not take any action which will in any way interfere with the transmission and/or distribution of electricity to or from the Lands.

(c) Access. The Lessor covenants and agrees that it shall, at the sole cost and expense of the Lessee, provide to the Lessee and its authorized representatives and agents all necessary easements, servitudes and rights of way (the “**Easements**”) on, over, under and through the Lands necessary for the Lessee to connect the Project to any power supply and for any other reason as may be required by the Lessee for the purposes of, including but not limited to, surveying, laying, constructing, maintaining, inspecting, altering, removing, reconstructing, repairing, renewing, moving, using, installing and/or operating the Project and generally for any and all purposes and uses as may be deemed by the Lessee to be necessary or useful in connection with the Project. If any public utility is unable or unwilling to use any or all of the Easements or other access to the Leased Area and Lands provided to the Lessee by the Lessor then the Lessor agrees to, at the sole cost and expense of the Lessee, grant such additional easement(s), right(s) of way or other access to the Lessee and/or to the public utility for the purpose of providing the public utility with access as it requires related to the Project and Equipment.

(d) Lessor Obligations regarding Land/Leased Area. Lessor shall, at its sole cost and expense, take all actions necessary to maintain the Leased Area in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas at the Lands, including, without limitation, parking lot sweeping, parking lot snow and ice removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features at the Lands in accordance with applicable laws and the Lease. For the avoidance of doubt, Lessor shall be under no obligation to maintain, repair or clean the EV Station, signage or any other equipment installed by Lessee within the Leased Area. However, if Lessor restripes the parking lot, inclusive of the Leased Area, Lessor shall restripe the Leased Area in a manner identical to Lessee’s striping scheme in effect immediately prior to the restriping. Lessor agrees to deliver to Lessee written notice of any common area maintenance or repairs affecting the Leased Area no later than fifteen (15) days prior to any such maintenance or repairs, and to coordinate in good faith with Lessee to ensure that each EV Station remains available for vehicle charging at all times.

(e) Disposition. The Lessor covenants and agrees that in the event the Lessor enters into an agreement of purchase and sale with a third party to transfer the Lands, the Lessor shall include in the purchase and sale agreement conditions requiring the purchaser to be bound by the terms and conditions of this Lease and to execute an assumption of lease agreement with the Lessee. Provided the third party purchaser of the Lands enters into an assumption of lease agreement with the Lessee as described herein, then the Lessor shall be released from any and all obligations under this Lease, from and after the date that title to the Lands is transferred to the third party.

Should the Lessor propose to sell, assign, transfer, convey or otherwise alienate or dispose of title to any portion of the Lands, except for the Leased Area, to a third party (the “**Disposed Lands**”), then the Lessor shall make it a condition of any such sale or transfer that the purchaser or transferee agree with the Lessee in writing under seal to assume the

burden of the covenants contained in the Lease herein in full against the Disposed Lands as servient tenement, such that the benefit of these covenants of the Lessor accrues to the Leased Area as dominant tenement. Provided that the condition regarding the Disposed Lands is satisfied as described herein, then, from and after the date that title to the Disposed Lands is transferred to the purchaser or transferee, the Lessor shall be released from any and all obligations under this Lease applicable to the Disposed Lands and the Lessor's obligations under the Lease applicable to the remaining Leased Area not included in the Disposed Lands shall remain in full force and effect.

9. Encumbrances. The Lessee may, at its option, pay or discharge any arrears owing under any Encumbrance upon the Lands which has priority over the interest of Lessee under this Lease, in which event the Lessee shall be subrogated to the holder or holders of such paid or discharged Encumbrances and the Lessee shall set off the amount paid by the Lessee against any Rent or other compensation owed by the Lessee to the Lessor under the Lease or any other agreement between the Parties.

10. Lessee's Equipment. The Equipment, the EV Stations and the Project shall remain at all times the personal and moveable property of the Lessee and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment or the Project to the Leased Area and/or Lands. The Lessee shall have the unfettered right, at all times during the Term, to make any alterations or improvements to the Project or Leased Area or to remove all or any part of the Equipment, EV Stations and appurtenances from the Leased Area. The Lessee shall have the further right from time to time and at any time to surrender any part or portion of the Leased Area by giving the Lessor a revised Exhibit "B" of the portion or portions of the Leased Area retained. Upon the surrender of a portion of the Leased Area and (i) the removal of Equipment from such surrendered Leased Area; and (ii) the restoration of such surrendered Leased Area in accordance with Section 6(k) herein, then, the calculation of Rent as provided for in Section 4 herein shall be revised accordingly for the remainder of the Term.

11. Data Collection and Sharing. Lessee shall ensure that EV stations are connected to a cellular network that will (a) allow electric vehicle drivers to locate EV stations and identify if its available; (b) allow electric vehicle drivers to pay to use the EV station using standard remote payment options; (c) provide electric vehicle drivers with a 24/7 link and phone number for all troubleshooting needs; (d) collect, organize, summarize and store all charging and no-privacy protected customer data to be shared with City of London and Natural Resources Canada recognizing that such reports are subject to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act*.

12. Mutual Representations and Warranties. Each of Lessor and Lessee hereby represent and warrant to the other as of the Commencement Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Lease have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Lease; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Lease constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity, good faith, and public order; and (f) at all times during the Term, it will comply with all federal, provincial, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Lease.

13. Indemnification.

(a) Subject to Section 14(b) and Section 15, Lessee shall indemnify and hold harmless Lessor, its directors, employees, and agents from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable lawyers' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any breach by Lessee of its obligations, representations or warranties under this Lease, or (ii) the operation of the Project during

the Term, except to the extent arising out of or resulting from any willful misconduct or negligence of Lessor or any installation activities conducted by a contractor or other service provider designated by Lessor. The obligations of Lessee under this Section 14(a) shall survive the expiration, cancellation, or termination of this Lease and Term.

(b) Subject to this Section 14(a) and Section 15 hereof, Lessor shall indemnify and hold harmless Lessee, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees from and against all third party Losses that arise out of or result from (i) any willful misconduct or negligence of Lessor in connection with this Lease, or (ii) any breach by Lessor of its obligations, representations or warranties under this Lease resulting from the activities of the Lessor on or about the Lands or arising out of the condition of the Lands as of the Commencement Date, except to the extent arising out of or resulting from any willful misconduct or negligence of Lessee or any activities conducted by a contractor or other service provider designated by Lessee. The obligations of Lessor under this Section 14(b) shall survive the expiration, cancellation, or termination of this Lease and the Term.

14. Assignment. This Lease shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns. Fifteen (15) days after notice was provided to the Lessor, upon Lessors consent and approval in respect to the Lessee assignment, the Lessee shall have right to transfer, delegate, lease, sell, license, convey or otherwise assign (collectively, a “**Transfer**”) its interest in the Lease and Leased Area, in whole or in part at any time and from time to time and to sublet all or any part of the Leased Area or grant any right of use or occupancy of all or any part of the Leased Area or the Project to a third party and may undergo a corporate reorganization, including, without limitation, a merger or amalgamation. Upon the Transfer of this Lease in whole, the Lessee shall have no further obligations and liabilities hereunder, provided that the transferee assumes all obligations and burdens imposed by this Lease and further provided that a signed assumption agreement is delivered to the Lessor.

15. Lessee’s Financing Arrangements. The Lessor acknowledges that the Lessee may be entering into certain financing arrangements, which may require an assignment or hypothecation of the Lessee’s rights and obligations under this Lease or the creation of security interests in the personal or moveable property of the Lessee located at the Leased Area. The Lessor consents to any such assignment, hypothecation or grant of security interests, and to any transfers occurring on the enforcement of same. The Lessor acknowledges and agrees to provide any relevant financier for so long as its financing is in existence the absolute right (including but not limited to): (i) to assign its loan; (ii) to enforce its security and acquire title to all or any portion of the Lessee’s leasehold estate, Equipment and Project by any lawful means; (iii) to take possession of and operate all or any portion of the business carried on by the Lessee, without any interruption by the Lessor or any other person whomsoever claiming through or under the Lessor, and to perform all obligations to be performed by the Lessee under this Lease, or to cause a receiver to be appointed to do so; and (iv) to acquire all or any portion of the Lease or Project by foreclosure or by an assignment in lieu of foreclosure and thereafter without the Lessor’s consent to assign or transfer all or any portion of the Lease and Project to a third party and upon completion of a transfer or assignment of the Lease the financier shall be relieved of any further obligations in respect of the Lease.

16. Default. Either Party may at its option and without further liability to the other Party terminate this Lease upon the material default by such other Party in the performance of any of its covenants or obligations under this Lease, if such default is not remedied within thirty (30) days of the Party in default receiving written notice of such default, specifying in detail the alleged event of default and the required remedy (the “**Notice of Default**”), or within such longer period as is reasonable in the circumstances so long as the Party in default is diligently moving to implement remedial action. As a precondition to exercising any rights or remedies related to any alleged default by the Lessee under this Lease, the Lessor shall provide the Notice of Default to each relevant financier Lessee notifies Lessor of at the same time it delivers the Notice of Default to the Lessee. The relevant financier shall have the right but not the obligation to cure a default on behalf of the Lessee and shall be provided an additional sixty (60) days, for a total of ninety (90) days or such longer period as is reasonable in the circumstances to remedy the default. If any default by the Lessee cannot be cured without obtaining possession of all or part of the Leased Area and Project, then any such default shall be deemed remedied if a financier, within one hundred and

twenty (120) days after receiving the Notice of Default from the Lessor acquires possession of all or part of the Leased Area or Project, or begins appropriate judicial or non-judicial proceedings to obtain the same. If a financier is prohibited by any court or by operation of any law from commencing such proceedings, the one hundred and twenty (120) day period specified above for such proceedings shall be extended for the period of such prohibition. In the event that the Lease is terminated prior to the expiration of the Term, for any reason, the Lessor agrees that it shall enter into a new lease for the Leased Area with the financier, upon the same terms and conditions as the Lease. This new lease shall be executed within thirty (30) days of the financier providing written notice to the Lessor and provided the financier cures or begins to cure any outstanding defaults. During the period between the termination of the Lease and the execution of a new lease, the financier may continue to use the Leased Area for the Project without hindrance by the Lessor or by any person claiming by, through or under the Lessor, provided that such use of the Leased Area is carried out in accordance with the terms and conditions of the terminated lease and further provided that the commencement date of the new lease corresponds to the date upon which the financier commenced or continued to use the Leased Area as aforesaid. The provisions of this Section 18 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by the Lessor, the Lessee and such financier.

17. Termination. (a) Termination by either Party. Either Party may terminate this Agreement in the event of a material breach without further obligation to the other Party, upon providing at least twenty-four (24) hours' written notice by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (60) days of receipt of the notice.

(b) Termination by Municipality. The Municipality may terminate this Agreement by providing the Lessee with at least twenty-four (24) hours written notice in the event that: (i) The Lessee becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*; (ii) The Lessor may be required to redevelop, capital repair or expansion, property sale etc.

(c) Obligations and rights upon termination or expiry of Agreement: Upon termination of this Lease as provide for above 17(b) (i), the Lessee shall remove all equipment and restore the lands in accordance with the provision 7(j). Should the Lessee not remove and restore the lands within 60 days, the Lessor will do so and charge back the Lessee for this. The Lessor is not liable for any and all costs, claims, incurred by the Lessee

If the Lessor terminates this agreement prior to the 10th anniversary or anytime in the extension term thereof with 60 days written notice provided to Lessee for any reasons identified under 17(b) (ii), the Lessor is not liable for any and all costs, claims, incurred by the Lessee, and will only be liable to repay the funding received by Natural Resources Canada (if applicable) & the value of the depreciated asset (in the year the termination is invoked) should the Lessee no longer want the asset. Both parties further agree that the Lessee will have no claims to any future revenue streams/profit as a result of the termination exercised by the Lessor.

18. Expropriation. If during the Term, the whole or any part of the Lands is expropriated, the Lessee shall be entitled pursue any claims as per the provisions of the Ontario Expropriations Act R.S.O 1990, Chapter E. 26.

19. Force Majeure. Where any act, event, cause or condition, beyond the reasonable control of either Party (a "**Force Majeure**"), hinders or prevents, in whole or in part, the ability of such Party to fulfill any of its obligations hereunder said obligations shall be suspended and excused and any time periods provided for herein shall be extended for a reasonable period of time to account for the Force Majeure.

20. Entire Lease. This Lease cancels and replaces all other agreements between the Parties with respect to the Lands and Leased Area. This Lease contains the entire agreement between the Lessor and the Lessee with respect to the Lands and Leased Area and expressly replaces all prior representations and discussions, either oral or written, between the Parties. The Parties acknowledge that they have read the Lease (and attached Exhibits), received adequate explanation of the nature and scope of each of the clauses and

their obligations hereunder and have been advised by legal counsel or acknowledge that they have been advised to obtain legal counsel and had full opportunity to do so. This Lease may not be amended except by written instrument executed by both Parties. The Lessee may elect to obtain, at its sole discretion, technical drawings or a survey of the Lands and/or the Leased Area, which as directed by the Lessee in its sole discretion, shall be attached hereto as Exhibit "C" and will take precedence over Exhibit "B".

21. Notice of Lease. The Parties agree that this Lease shall not be registered in any land registry office. The Lessee, at its sole cost and expense, shall be entitled to register a notice of this Lease in the applicable land registry office wherein a legal description of the Lands, the Term and certain other terms and provisions hereof are set forth and the Lessor will execute any documents required to give effect to such registration. Within ninety (90) days following the expiry or termination of the Lease, the Lessee shall remove, at its sole cost, any notices on title it registered against the Lands, failing which the Lessee hereby appoints the Lessor as its authorized representative to remove said notices from title. The Lessee shall reimburse any reasonable costs incurred by the Lessor related to the above.

22. Survival of Covenants. The covenants, representations and agreements of Sections 13, 14, 15, 18, 24, 27(k) and 27(l) shall survive the expiration, termination or cancellation of this Lease, regardless of reason.

23. Facsimile Transmissions; Notices. This Lease may be executed, amended or renewed by the Parties by facsimile or digital email transmission, and the execution shall bind the transmitting Party to all the terms and conditions contained therein. Any notice required or authorized by this Lease shall be deemed to have been properly given if by personal delivery, registered mail or courier, or by facsimile transmission to the address or fax number specified herein, or to any other address or fax number duly notified by one Party to the other. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by facsimile (with confirming transmission report) or on the second day following the sending thereof by prepaid courier service and fifth day following the sending thereof by registered mail.

24. Dispute Resolution. If the Parties are unable to resolve a dispute arising hereunder through dialogue and negotiation, any Party may initiate binding arbitration pursuant to the rules of the *Province of Ontario*, including any amendments or replacements thereto, (the "Act") as set forth in this Section. Such arbitration will be submitted to a single disinterested arbitrator, mutually agreed to by the Parties, with significant experience and training to pass a ruling on the particular matter to be decided. If the Parties cannot mutually agree on the selection of the arbitrator, the arbitrator will be selected in accordance with the rules of the Act as they pertain to the selection of arbitrators. The arbitration proceedings will be conducted in English and entirely within Toronto, Ontario. The arbitrator will be instructed to use all reasonable efforts to render a written decision setting forth its findings and conclusions within thirty (30) days of the date on which the arbitration proceedings are concluded. The arbitrator's decision concerning the item or items in dispute will be final and binding on the Parties and there shall be no appeal therefrom. The arbitrator shall be paid their normal professional fees for their time and attendance in dealing with the subject matter of the arbitration. The arbitrator shall order the payment of such fees in accordance with the Act. The arbitrator shall have the power to award the costs of the arbitration. The arbitration shall be kept confidential and its existence and any element of it (including submissions and any evidence or documents presented or exchanged) shall not be disclosed beyond the arbitrator, the Parties hereto (including their shareholders, auditors and insurers), their counsel and any person necessary to the conduct of the arbitration, except as required by law or regulation. No individual shall be appointed as an arbitrator unless he or she agrees to be bound by this confidentiality provision.

25. Miscellaneous.

(a) General Provisions. The recitals to this Lease are considered binding terms of this Lease, as are all of the other Sections and Exhibits included herein. The Lease shall be construed with all changes in number and gender as may be required by the context. Any monies to be paid pursuant to this Lease shall be in Canadian funds.

(b) Governing Law. The provisions of this Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada in which the Lands are located

and the Parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

(c) Lawyers' Fees; Waiver of Jury Trial. If either Party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable lawyers' fees. The Parties hereby waive any and all rights which either Party may have to request or require that a jury determine any fact, matter, controversy, dispute or litigation between them, or render any judgment or decision, in any way concerning this Lease, and agree that any and all litigation between them arising from or in connection with this Lease shall be determined by a judge sitting without a jury.

(d) No Waiver. The failure of a Party to insist on strict performance of any provision of the Lease does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.

(e) No Third Party Beneficiaries. This Lease does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns, save as otherwise expressly provided for herein. Notwithstanding this provision, the parties acknowledge and agree that a separate agreement exists between NRCan and the Lessee under the ZEVIP program.

(f) Remedies. The rights and remedies provided by this Lease are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under applicable law, in equity or otherwise.

(g) Severability. If any term of this Lease is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Lease. Instead, this Lease shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Lease shall remain in full force and effect as reformed.

(h) Integration; Amendments. It is agreed and understood that this Lease contains all agreements, promises and understandings between the Parties, and that there are no verbal or oral agreements, promises or understandings between the Parties. Any amendment, modification or other change to this Lease shall be ineffective unless made in a writing signed by the Parties hereto.

(i) Counterpart/Electronic Execution. This Lease may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Lease by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.

(j) Time is of the Essence. Time is of the essence in this Lease.

26. Confidentiality. Except as otherwise provided herein or required by law, the Parties agree that the terms of the Lease, the business of the Lessee and all information relating to the use of the Leased Area pursuant to this Lease shall be subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

(a) Publicity. Neither Party will use the other Party's name, trademark or logo without such other Party's prior written consent. If mutually agreed in writing, Lessee and Lessor may make general press releases and statements, hold press conferences, both through traditional and electronic media, including websites created by Lessee or other third parties, regarding the existence of the Project and the status of the activities contemplated by this Lease; provided that all such press releases and statements and press conferences shall be approved in advance by the Lessor and Lessee. Nothing herein shall be deemed to require Lessor's consent to Lessee's disclosure of the location (i.e., civic address, but for clarity, any reference to the Lessor, its trademarks or its logos requires the consent of the Lessor) of the Project to the general public in any manner, including via an application to permit electric vehicle owners, users and lessees to locate places to charge their vehicles. Lessor shall, if applicable, disclose the location of the Project to the general public as part of a standard property site map and/or directory.

IN WITNESS WHEREOF the Parties have executed this Lease as of the date first written above.

Address of Lessor :

300 Dufferin Ave,
London, ON
N6A 4L9

“The Corporation of the City of London”

By:

Printed Name:

Title:

I have the authority to bind the corporation

“The Corporation of the City of London”

By:

Printed Name:

Title:

I have the authority to bind the corporation

Address of Lessee:

“SunSaver 4 Ltd.”

By:

Name:

Title:

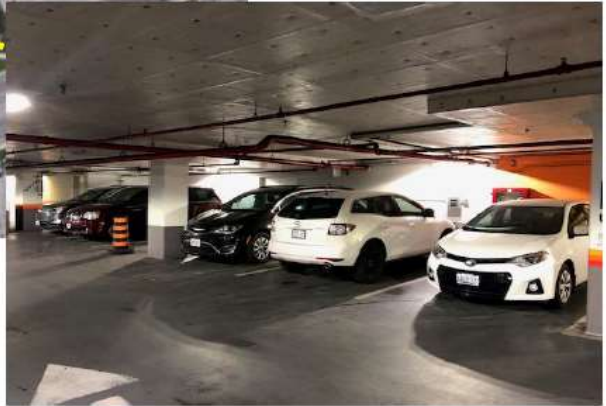
I have the authority to bind the corporation

EXHIBIT "A"
DESCRIPTION OF LANDS

Proponent	Description of Lands (Location)	No. of Parking Spots Allocated to Proponent
SunSaver 4 Ltd	RBC Convention Centre – indoor parking (300 York Street)	6
	Medway Arena (119 Sherwood Forest Square)	2
	Kinsmen Recreation Centre (20 Granville St.)	2
	Tourism London (696 Wellington Rd. South)	2
	South London Community Centre (1119 Jalna Blvd.)	2
	East Lions Community Centre (1731 Churchill Ave.)	2
	Bostwick Community Centre (501 Southdale Ave.)	4
	Oakridge Optimistic Community Park (825 Valetta St.)	2
	Stronach Community Centre (1221 Sandford St.)	4
	Total	26

EXHIBIT "B"
IDENTIFICATION OF LOCATION OF PROJECT

1. **RBC Convention Centre** – 300 York Street. Six Level 2 Ports located in the underground parking garage.



The EV Chargers are located directly under the electrical room, and the conduit can be run through the floor. A new electrical panel will be installed on one of the concrete columns, opposite of the EV Chargers. Electrical capacity is confirmed.

2. **Medway Arena** – 119 Sherwood Forest Square. Two Level 2 Ports located in the North Parking lot.



Electrical capacity is confirmed and the electrical will be run from the electrical room, located on the north side of the building. The conduit will be buried under the concrete ramp.

3. **Kinsmen Recreation Centre** – 20 Granville St. Two Level 2 Ports located in the south parking lot.



Electrical wires will run along from electrical room (southeast corner of the building) to the EV charger beside the island. A boring to the island will be applied to prevent any impact to the parking lot.

4. **Tourism London** – 696 Wellington Rd. Two Level 2 EV Chargers



The electrical panel has space for two level 2 chargers and the designated EV parking spots are located behind the office. The electrical conduit can be excavated and buried in the lawn, and a concrete base is used for mounting the charger.

5. **South London Community Centre** – 1119 Jalna Blvd. Two level 2 EV Chargers located in the north parking lot



The electrical capacity has been confirmed for this location during the site assessment, and the wiring will be run from the electrical room to the North/East corner of the building. From there, it will be either bored or excavated to the north parking lot, as indicated with yellow square.

6. **Stronach Community Centre** – 1221 Sandford St. Four Level 2 EV Chargers located in the North/West corner of the parking lot. Conduit will run from electrical room along the inside of the building to the corner, where it can exit the building and go down underground to the EV chargers. Pre cast concrete bases will be used to mount the chargers along parking lot.



7. **East Lions Community Centre** – 1731 Churchill Ave. Two Level 2 EV Chargers.

No google maps Picture available. EV Chargers will be installed at allocated locations from the City of London as per construction drawings.

8. **Bostwick Community Centre** – 501 Southdale Ave. Four Level 2 EV Chargers to be installed at the North/West corner of the parking lot. The electrical room is located in the South/West corner of the building, and the conduit can be run through the south wall, and underground to the EV chargers. The underground conduit will be cored, and the existing sidewalk will not be disturbed except for the installation of the EV chargers.



9. Oakridge Optimist Community Park – 825 Valetta Street



Two Level 2 EV Chargers located on the South/East corner of the building. The electrical can be run inside from the electrical room to the location of the chargers. We can use precast bases for mounting the EV Chargers.

EXHIBIT "C" TYPE OF CHARGER

Sample of a Level 2, Dual EV Charger mounted on a precast concrete base. (located at London life)



Bill No. 185
2020

By-law No. CP-23-20_____

A by-law to amend By-law No. CP-23 entitled “A by-law to provide for the Committee of Adjustment and Consent Authority’ to delegate the Consent Authority under section 53 of the *Planning Act, 1990* to the Director, Development Services during the declared emergency under section 4 or 7.0.1 of the *Emergency Management and Civic Protection Act, 1990*, until December 1, 2020..

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001*, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 44 of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, provides for a municipality to constitute and appoint a committee of adjustment;

AND WHEREAS section 45 of the *Planning Act*, as amended, sets out the powers of a committee of adjustment with respect to minor variance applications;

AND WHEREAS section 5 of the *Planning Act*, as amended, permits municipal council by by-law to delegate the authority of the Council under section 53 of the *Planning Act* to a committee of council or to an appointed officer identified in the by-law by name or position occupied;

AND WHEREAS subsection 54(5) of the *Planning Act*, as amended, provides that Municipal Council may by by-law delegate the authority of the council under section 53 of the Act or any part of that authority to an appointed officer identified in the by-law by name or position occupied or to the committee of adjustment;

AND WHEREAS on March 17, 2020 a Declaration of Emergency was made by the Province of Ontario pursuant to section 7.0.1 of the *Emergency Management and Civil Protections Act*, R.S.O., 1990, Chapter E.9 related to the Novel Coronavirus (COVID-19);

AND WHEREAS The Corporation of the City of London it is deemed appropriate to pass this by-law;

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

1. Section 2.2, Exception, London Consent Authority, of By-law No. CP-23 is amended by deleting the section in its entirety and by replacing it with the following new section 2.2:

2.2 Exception, London Consent Authority

- a) Notwithstanding the delegation described in 2.1 of this by-law, The Corporation of the City of London hereby delegates the following specific consent powers, when not in conjunction with lot creation or variance to zoning regulation, to the Director, Development Services, acting as the “London Consent Authority:
- i) Lot additions/adjustments
 - ii) mortgages (over a part of a property)
 - iii) leases (over a part of a property when the term totals 21 years or more)

- iv) Rights-of-ways (easements)
 - v) Power of Sale
 - vi) Validation of Title.
- b) Notwithstanding the delegation described in 2.1 of this By-law, The Corporation of the City of London hereby delegates the authority with respect to the granting of consents provided for under section 53 of the *Planning Act*, 1990, c.P. 13, as amended, to the Director, Development Services, acting as the “London Consent Authority” during the Province of Ontario Declaration of Emergency declared pursuant to section 7.0.1 of the *Emergency Management and Civil Protections Act*, R.S.O., 1990, Chapter E.9 related to the Novel Coronavirus (COVID-19), and until December 1, 2020.
- c) The powers delegated to the Committee of Adjustment under 2.1 of this by-law shall be suspended for the period of the time described in 2.2 b) of this by-law. Notwithstanding this section, the Committee of Adjustment may continue to exercise powers delegated under section 1.3 of this By-law.
2. This by-law comes into force and effect on the day that is passed.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – June 2, 2020
Second reading – June 2, 2020
Third reading – June 2, 2020

Bill No. 186
2020

By-law No. C.P.-_____-____

A by-law to exempt from Part-Lot Control, lands located at 3313 Strawberry Walk and 2673 Asima Drive, legally described as Blocks 50 and 51, Plan 33M-699.

WHEREAS pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P.13*, as amended, and pursuant to the request from Rockwood Homes, it is expedient to exempt lands located at 3313 Strawberry Walk and 2673 Asima Drive, legally described as Blocks 50 and 51, Plan 33M-699, from Part Lot Control;

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

1. Blocks 50 and 51, Plan 33M-699, located at 3313 Strawberry Walk and 2673 Asima Drive, are hereby exempted from Part-Lot Control, pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, for a period not to exceed three (3) years; it being noted that these lands are zoned to permit street townhouse units in conformity with the Residential R4 Special Provision (R4-5(2)) Zone of the City of London Zoning By-law No. Z-1.
2. This by-law comes into force when it is registered at the Land Registry Office.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Bill No. 187
2020

By-law No. PS-113-20_____

A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.”

WHEREAS subsection 10(2) paragraph 7. Of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws to provide any service or thing that the municipality considers necessary or desirable to the public;

AND WHEREAS subsection 5(3) of the Municipal Act, 2001, as amended, provides that a municipal power shall be exercised by by-law;

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

1. Pedestrian Crossovers

Schedule 13.1 of By-law PS-113 is hereby amended by **adding** the following rows:

Admiral Drive	At a point 126 meters east of Kipling Avenue
Andover Drive	At the north side of the intersection with Ensign Drive
Atkinson Boulevard	At a point of 255 meters north of Whitehall Drive
Barker Street	At the north side of the intersection with Grosvenor Street
Base Line Road West	At the east side of the intersection with West Street
Belfield Street	At the south side of the intersection with Norwood Avenue
Bournemouth Drive	At a point 285 meters east of Railton Avenue
Bow Street	At a point 100 meters west of Exmouth Drive
Cheapside Street	At the west side of the intersection with Farnborough Crescent
Chiddington Avenue	A point 120 m south of Chiddington Place
Churchill Avenue	At the west side of the intersection with Calgary Street
Colborne Street	At the north side of the intersection with Piccadilly Street
Colonel Talbot Road	At the north side of the intersection with James St (south intersection)
Coronation Drive	At the north side of the intersection with Hawthorne Road
Coronation Drive	At the south side of the intersection with Hawthorne Road
Ferndale Avenue	At a point 53 meters west of Golfview Road
Fox Mill Crescent	A point 110 meters north of Viscount Road

Goddard Boulevard	At a point 255 meters north of Whitehall Driveway
Hale Street	At a point 33 meters north of Doulton Street
Hastings Drive	At the north side of the intersection with Virginia Road
Hawthorne Road	At the east side of the intersection with Coronation Drive
Hawthorne Road	At the west side of the intersection with Coronation Drive
Jalna Boulevard	At the north side of the intersection with Ashley Crescent (south intersection)
Limberlost Road	At the south side of the intersection with Ardsley Road
Maitland Street	At the east side of the intersection with Simcoe Street
Merlin Crescent	At a point 42 meters south of Royal Crescent
Proudfoot Lane	At the south side of the intersection with Farrah Road
Quarrier Road	At the east side of the intersection with Meadowlands Way
Richmond Street	At the north side of the intersection with Simcoe Street
Sanatorium Road	At the north side of the intersection with Sutton Place
Starlight Avenue	At a point 255 meters north of school walkway Whitehall Drive
Valetta St	At the east side of the intersection with Adevon Avenue
Wavell Street	At the west side of the intersection with Vancouver Street (west intersection)
Wortley Road	At the north side of the intersection with Victor Street

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

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

Bill No. 188
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1510 Fanshawe Park Road East.

WHEREAS Peter Hamstra has applied to remove the holding provisions from the zoning for the lands located at 1510 Fanshawe Park Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1510 Fanshawe Park Road East, as shown on the attached map, to remove the holding provision so that the zoning of the lands as a Community Facility (CF1/CF3) Zone comes into effect.
2. This by-law shall come into force and effect on the date of passage.

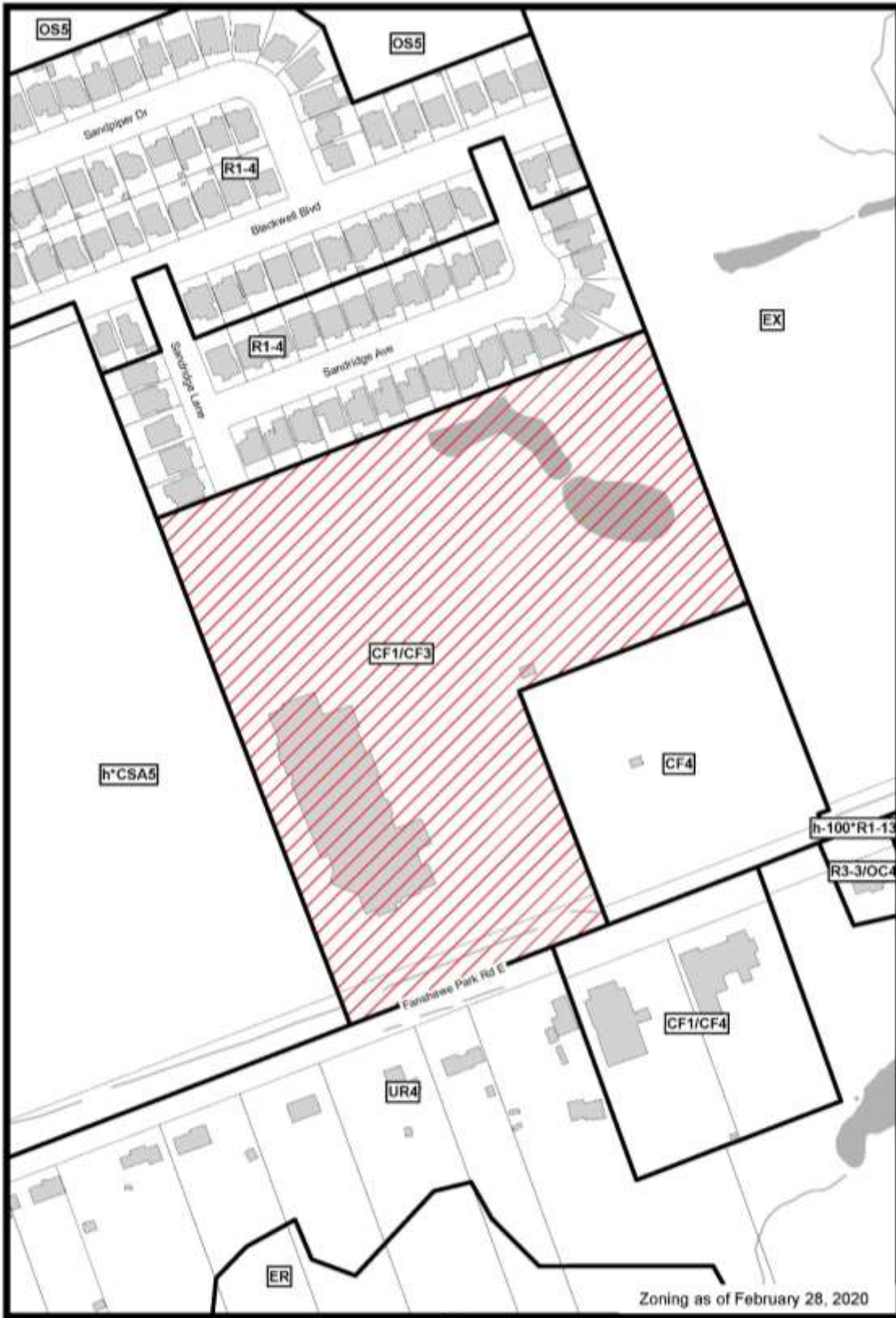
PASSED in Open Council on June 2, 2020.




Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June, 2020
Third Reading – June, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



<p>File Number: H-9187 Planner: NP Date Prepared: 2020/03/09 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,500</p> <p>0 12.525 50 75 100 Meters </p> <p></p>
--	---

Geobase

Bill No. 189
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning from lands located at 184 Exeter Road.

WHEREAS Southbridge Health Care G.P. Inc. have applied to remove the holding provisions from the zoning for a portion of the lands located at 184 Exeter Road as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 184 Exeter Road, as shown on the attached map, to remove the h and h-198 holding provisions so that the zoning of the lands as Holding Residential R5 Special Provision/R6 Special Provision/Residential R7 Special Provision (h-100.R5-4(22)/R6-5(50)/R7(21).D45.H17) Zone comes into effect.
2. This By-law shall come into force and effect on the date of passage.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor




Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Zoning as of December 23, 2019

<p>File Number: H-9168 Planner: AR Date Prepared: 2020/01/31 Technician: RC By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:2,000</p> <p> Meters</p> <p></p>
--	--

GeoInformation

Bill No. 190
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1258 and 1388 Sunningdale Road West.

WHEREAS Foxhollow North Kent Developments Inc. have applied to remove the holding provisions from the zoning for the lands located at 1258 and 1388 Sunningdale Road West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provision from the zoning of the said land;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 1258 and 1388 Sunningdale Road West, as shown on the attached map, to remove the h and h-100 holding provisions so that the zoning of the lands as a Residential R1 (R1-3)) Zone comes into effect.
2. This by-law shall come into force and effect on the date of passage.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June 2, 2020
Third Reading – June 2, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



File Number: H-9169
 Planner: AR
 Date Prepared: 2020/02/06
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:2,500

0 12.5 25 50 75 100 Meters



Geotitles

Bill No. 191
2020

By-law No. Z.-1-20_____

A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3425 Emilycarr Lane.

WHEREAS 2557727 Ontario Inc. has applied to remove the holding provision from the zoning for the lands located at 3425 Emilycarr Lane, as shown on the map attached to this by-law, as set out below;

AND WHEREAS it is deemed appropriate to remove the holding provisions from the zoning of the said lands;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to the lands located at 3425 Emilycarr Lane, as shown on the attached map, to remove the h-94 holding provision so that the zoning of the lands as a Residential R1 Special Provision (R1-3(7)) Zone comes into effect.
2. This by-law shall come into force and effect on the date of passage.

PASSED in Open Council on June 2, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 2, 2020
Second Reading – June, 2020
Third Reading – June, 2020

AMENDMENT TO SCHEDULE "A" (BY-LAW NO. Z.-1)



Geodatabase