



Council Agenda

The 13th Meeting of City Council

June 29, 2020, 4:00 PM

Virtual Meeting - during the COVID-19 Emergency

City Hall is open to the public, with reduced capacity and physical distancing requirements.

Meetings can be viewed via live-streaming on YouTube and the City website.

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Pages

1. **Disclosures of Pecuniary Interest**
2. **Recognitions**
3. **Review of Confidential Matters to be Considered in Public**
4. **Council, In Closed Session**

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/11/CSC)

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

A matter pertaining to litigation with respect to the full expropriation of property located at 69 Wharncliffe Road South, 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 69 Wharncliffe Road South; 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 69 Wharncliffe Road South. (6.2/11/CSC)

- 4.3 Personal Matters/Identifiable Individual

A matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and

for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/12/SPPC)

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

5.1 12th Meeting held on June 16, 2020

6

6. Communications and Petitions

7. Motions of Which Notice is Given

8. Reports

8.1 8th Report of the Civic Works Committee

57

1. Disclosures of Pecuniary Interest
2. (2.1) Notification of Expenditure - Environmental Spills Response
3. (2.2) Dingman Drive East of Wellington Road to the Highway 401 Overpass and Area Intersection Improvements - Environmental Study Report
4. (2.3) Implementation of Environmental Assessment Recommendations (Deferred Matters Item)
5. (2.4) Single Source Procurement - Additional Sidewalk Sweeper
6. (4.1) Active Transportation Manager
7. (4.2) Removal of Trees on Lambeth Avenue
8. (5.1) Deferred Matters List

8.2 11th Report of the Corporate Services Committee

61

1. Disclosures of Pecuniary Interest
2. (2.2) Microwave Backhaul Replacement RFP 20-19 Microwave Radio Backhaul Replacement and SS 20-16 Single Source Procurement for Router Replacement and Configuration for Microwave Radio Backhaul Project
3. (2.3) Delegation of Authority for Building Permit Applications (Relates to Bill No. 204)
4. (2.1) Council Policy - General Policy for Advisory Committees (Relates to Bill No. 205)
5. (4.1) Application - Issuance of Proclamation - Ontario FASD Action Network -London Branch
6. (4.2) Application - Issuance of Proclamation - The Institute for the Research of Genocide Canada
7. (5.1) Standing Committee Meetings and Annual Meeting Calendar
8. (5.2) 2nd Report of the County/City Liaison Committee

1. Disclosures of Pecuniary Interest
 2. (2.2) City of London Boulevard Cafe Grant Program (Relates to Bill No. 208)
 3. (2.3) (Revised) Application - 184 Exeter Road - Removal of Holding Provision (H-9168) (Relates to Bill No. 212)
 4. (2.4) Building Division Monthly Report for April 2020
 5. (2.1) ReThink Zoning Phase One Update
 6. (3.1) Application - 1919 and 1929 Oxford Street West (Z-9115) (Relates to Bill No. 213)
 7. (3.2) Application - 584 and 588 Wonderland Road North (OZ-9114) (Relates to Bill No.'s 206, 209 and 214)
 8. (3.3) Application - 944 Hamilton Road (Z-9151) (Relates to Bill No. 215)
 9. (3.4) Application - 754-760 Baseline Road (OZ-9148) (Relates to Bill No.'s 207, 210 and 216)
 10. (3.5) Application - 1992 Fanshawe Park Road West (TZ-9177)
- (Note: The Planning and Environment Committee was unable to reach a decision on this matter.)

8.4 12th Report of the Strategic Priorities and Planning Committee

1. Disclosures of Pecuniary Interest
2. (2.1) COVID-19 - City of London Services
3. (2.2) Strategic Plan: Semi-Annual Progress Report
4. (2.3) COVID-19 Financial Impacts - Update
5. (2.4) 2020 Assessment Growth Funding Allocation
6. (3.1) Federal/Provincial Advocacy Efforts Related to COVID-19 - Verbal Update - City Manager
7. (5.1) Community Recovery Plan

8.5 2nd Report of the Audit Committee

1. Disclosures of Pecuniary Interest
2. (4.1) Internal and External Audit Services - Contract Extensions
3. (4.2) Internal Audit Summary Update - Dashboard - Observation Summary

9. Added Reports

9.1 11th Report of Council in Closed Session

10. **Deferred Matters**

11. **Enquiries**

12. **Emergent Motions**

13. **By-laws**

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

13.1	Bill No. 203 By-law No. A.- _____ - _____	83
	A by-law to confirm the proceedings of the Council Meeting held on the 29th day of June, 2020. (City Clerk)	
13.2	Bill No. 204 By-law No. A.- _____ - _____	84
	A by-law to delegate authority to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or designate, to apply through the City’s Building Division for any necessary permits with respect to Council approved Capital Works Projects. (2.3/11/CSC)	
13.3	Bill No. 205 By-law No. CPOL.-381(____)-_____	85
	A by-law to amend By-law No. CPOL.-381-506, as it relates to a “General Policy for Advisory Committees” to provide for electronic meeting participation. (2.1/11/CSC)	
13.4	Bill No. 206 By-law No. C.P.-1284(____)-_____	86
	A by-law to amend the Official Plan for the City of London, 1989 relating to 584 and 588 Wonderland Road North. (3.2a/9/PEC)	
13.5	Bill No. 207 By-law No. C.P.-1284(____)-_____	89
	A by-law to amend the Official Plan for the City of London, 1989 relating to 754-760 Base Line Road East. (3.4a/9/PEC)	
13.6	Bill No. 208 By-law No. C.P.-1467(____)-_____	92
	A by-law to amend C.P.-1467-175, as amended, being “A By-law to establish financial incentives for the Downtown Community Improvement Project Areas”. (2.2/9/PEC)	
13.7	Bill No. 209 By-law No. C.P.-1512(____)-_____	100
	A by-law to amend The London Plan for the City of London, 2016 relating to 584 and 588 Wonderland Road North. (3.2b/9/PEC)	
13.8	Bill No. 210 By-law No. C.P.-1512(____)-_____	103
	A by-law to amend The London Plan for the City of London, 2016 relating to 754-760 Base Line Road East. (3.4b/9/PEC)	
13.9	Bill No. 211 By-law No. S.- _____ - _____	106
	A by-law to repeal By-law No. S.-3504-365 entitled “A by-law to permit Anna Zivkovic to maintain and use an encroachment upon the road allowance for Grey Street; City of London”. (Chief Surveyor)	
13.10	Bill No. 212 By-law No. Z.-1-20_____	107

	A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning from lands located at 184 Exeter Road. (2.3/9/PEC)	
13.11	Bill No. 213 By-law No. Z.-1-20_____	109
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1919 and 1929 Oxford Street West. (3.1/9/PEC)	
13.12	Bill No. 214 By-law No. Z.-1-20_____	111
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 584 and 588 Wonderland Road North. (3.2c/9/PEC)	
13.13	Bill No. 215 By-law No. Z.-1-20_____	113
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 944 Hamilton Road. (3.3b/9/PEC)	
13.14	Bill No. 216 By-law No. Z.-1-20_____	116
	A by-law to amend By-law No. Z.-1 to rezone an area of land located at 754-760 Base Line Road East. (3.4c/9/PEC)	

14. Adjournment



Council Minutes

The 12th Meeting of City Council
June 16, 2020, 4:00 PM

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

Also Present: C. Saunders, M. Schuthess, J. Taylor and B. Westlake-Power.
The following were in remote attendance: L. Livingston, A.L. Barbon, B. Card, K. Dickins, O. Katolyk, K. Scherr, C. Smith, B. Somers, S. Stafford and B. Warner.
The meeting was called to order at 4:01 PM, with Mayor E. Holder in the Chair; it being noted that the following were in remote attendance: Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest with respect to Item 10 (5.2 b)) of the Report of the 11th Meeting of the Strategic Priorities and Policy Committee, having to do with London Boards - Black Lives Matter Rally, specifically as it relates to the Middlesex-London Health Unit (MLHU), by indicating that the MLHU is his employer.

Councillor J. Morgan discloses a pecuniary interest in Item 5 (4.1) of the Report of the 11th Meeting of the Strategic Priorities and Policy Committee, having to do with an appointment to the London Library Board, by indicating that one of the applicants is a Board Member of his employer, Western University.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: S. Turner
Seconded by: S. Lewis

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. 192, being a by-law to confirm the proceedings of the Council Meeting held on the 16th Day of June, 2020, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 - 10th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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

Motion Passed (15 to 0)

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

Motion made by: S. Hillier

Seconded by: M. Cassidy

That the Minutes of the 11th Meeting held on June 2, 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

6.1 Expropriation of Lands Adelaide Street CP Rail Separation Project (as the "Approving Authority")

Motion made by: S. Lehman

Seconded by: M. van Holst

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriation Act*, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Managing Director, Environmental and Engineering Services and City Engineer, with respect to the expropriation of the lands for the Project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street.

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

Motion Passed (15 to 0)

Motion made by: M. Cassidy

Seconded by: M. van Holst

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the expropriation of the land as may be required for the project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street:

a) the Council of The Corporation of the City of London, as Approving Authority pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Appendix "A" appended to the staff report dated June 16, 2020, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Adelaide Street CP Rail Grade Separation Project; and
ii) the design of the Project will address the current and future transportation demands along the corridor; and,
iii) the design is in accordance with the Municipal Class Environmental Assessment Study Recommendations for the Adelaide Street CP Rail Grade Separation Project approved by Municipal Council on August 28, 2018; and

b) subject to the approval of a) above, that a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form;

it being noted that a requests for Hearings of Necessity in relation to Parts 1 and 2, Plan 33R-20554 (Parcel 1), Part 4, Plan 33R-20555 (Parcel 7), and the whole of PIN 08277-0034 (Parcel 8) were received and were all subsequently withdrawn.

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

Motion Passed (15 to 0)

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

That the meeting of the Approving Authority be adjourned and that the Municipal Council reconvene in regular session.

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

Motion Passed (15 to 0)

6.2 Expropriation of Lands Adelaide Street CP Rail Separation Project (as the "Expropriation Authority") (Relates to Bill No. 197)

Motion made by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, with the concurrence of the Director, Roads and Transportation and on the advice of the Manager of Realty Services, the following actions be taken with respect to the expropriation of the land as may be required for the Project known as the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street:

- a) the proposed by-law appended as Appendix "A" to the staff report dated June 16, 2020 being "A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street" BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020;
- b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

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)

6.3 Kiwanis Park Natural Playground RFP 20-25

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

That the sketch of the concept plan for Kiwanis Park Natural Playground, RFP 20-25, BE RECEIVED and BE REFERRED to Item 2 (2.1) of the 7th Report of the Community and Protective Service Committee.

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 10th Report of the Corporate Services Committee

Motion made by: M. van Holst

That the 10th 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: M. van Holst

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Agreement Between The City of London and Donald Jones Management Services Inc. - Management of Centennial Hall (Relates to Bill No. 193)

Motion made by: M. van Holst

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated June 8, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:

a) approve a five year extension agreement to December 31, 2025 between The Corporation of the City of London (the City) and Donald Jones Management Services Inc. appended to the staff report dated June 8, 2020 as Appendix "B" to the by-law; and,

b) authorize the Mayor and the City Clerk to execute the agreement approved in part a), above.

Motion Passed

3. (2.2) Standing Committee Meetings and Annual Meeting Calendar

Motion made by: M. van Holst

That the matter of the Annual Meeting Calendar BE REFERRED to the next meeting of the Corporate Services Committee for additional discussion.

Motion Passed

4. (4.1) 1st Report of the County/City Liaison Committee

Motion made by: M. van Holst

That the 1st Report of the County/City Liaison Committee, from its meeting held on May 20, 2020, BE RECEIVED.

Motion Passed

- 8.2 7th Report of the Community and Protective Services Committee

Motion made by: S. Lewis

That the 7th Report of the Community and Protective Services Committee, BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Kiwanis Park Natural Playground RFP 20-25

Motion made by: S. Lewis

That on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the Kiwanis Park Natural Playground RFP 20-25:

- a) the bid submitted by Earthscape, 7215 Wellington Rd 86, Wallenstein, Ontario, N0B 2S0, to construct the Kiwanis Park Natural Playground in accordance with RFP20-25, at its bid price of \$298,960.98, excluding HST, BE ACCEPTED in accordance with Section 12.1 of the City of London's Procurement of Goods and Services Policy; it being noted that the bid submitted by Earthscape was the only bid received and it meets the City's specifications and requirements in all areas;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report appended to the staff report dated June 9, 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 with the contractor for the work; 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-R04)

Motion Passed

3. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List for the Community and Protective Services Committee, as at June 1, 2020, BE RECEIVED.

Motion Passed

8.3 11th Report of the Strategic Priorities and Policy Committee

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 5 (clause 4.1) and 10 (clause 5.2).

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

Councillor S. Turner discloses a pecuniary interest in Item 5.2 b), having to do with London Boards - Black Lives Matter Rally, specifically as it relates to the Middlesex London Health Unit (MLHU), by indicating that the MLHU is his employer.

Councillor J. Morgan discloses a pecuniary interest in Item 4.1, having to do with an appointment to the London Library Board, by indicating that one of the applicants is a Board Member of his employer, Western University.

Motion Passed

2. (3.1) Housing Development Corporation, London - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 194)

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

- a) the presentation by S. Giustizia, President and CEO, Housing Development Corporation, London BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of the Housing Development Corporation, London", BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of Housing Development Corporation, London; and,
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of Housing Development Corporation, London;
- c) the Housing Development Corporation, London - 2019 Annual Shareholder Report BE RECEIVED; and
- d) the financial statements of the Housing Development Corporation, London year ended December 31, 2019 BE RECEIVED.

Motion Passed

- 3. (3.2) London & Middlesex Community Housing - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 195)

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

- a) the presentation from London & Middlesex Community Housing Inc. BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.", BE INTRODUCED at the Municipal Council meeting to be held on June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.; and
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.;
- c) London & Middlesex Community Housing Inc. Audit Findings Report for the year ended December 31, 2019 BE RECEIVED; and
- d) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2019 BE RECEIVED.

Motion Passed

- 4. (3.3) London Hydro Inc. - 2019 Annual Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 196)

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

- a) the presentation by V. Sharma, CEO and G. Valente, Board Chair, London Hydro Inc., BE RECEIVED;
- b) the proposed by-law appended to the staff report dated June 9, 2020 as Appendix “A” entitled “A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.” BE INTRODUCED at the Municipal Council meeting to be held June 16, 2020 to:
 - i) ratify and confirm the Annual Resolution of the Shareholder of London Hydro Inc.; and,
 - ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London Hydro Inc.; and,
- c) the 2019 Report on Finance for London Hydro Inc., BE RECEIVED.

Motion Passed

- 6. (4.2) Resignation from the Argyle Business Improvement Association

That the communication dated May 22, 2020 from R. Sidhu, Executive Director, Argyle BIA with respect to the resignation of Dale Irwin BE ACCEPTED.

Motion Passed

- 7. (4.3) Resignation and Confirmation of Appointment to the Hyde Park Business Improvement Association

That the following actions be taken with respect to the Hyde Park Business Improvement Association:

- a) the resignation of Mandi Hurst dated May 21, 2020 from the Hyde Park Business Improvement Association BE ACCEPTED; and,
- b) Jean Coles BE APPOINTED to the Hyde Park Business Improvement Association for the term ending November 15, 2022.

Motion Passed

- 8. (4.4) Resignation from the Lower Thames Valley Conservation Authority

That the communication dated May 19, 2020 regarding the resignation of Kimble F. Ainslie from the Lower Thames Valley Conservation Authority BE ACCEPTED.

Motion Passed

- 9. (5.1) Anti-Black, Anti-Indigenous, People of Colour Racism

WHEREAS the Municipal Council of The Corporation of the City of London acknowledges that systemic anti-Black, anti-Indigenous and people of colour racism exists in London;

AND WHEREAS the Municipal Council unequivocally condemns racism in all of its forms:

AND WHEREAS the Municipal Council acknowledges that the Corporation's workforce is not reflective of the population it services and that it will continue to work to ensure a reflective workforce;

AND WHEREAS the Municipal Council affirms the commitment to help eradicate anti-Black, anti-Indigenous and people of colour oppression:

NOW THEREFORE IT BE RESOLVED THAT the Civic Administration BE DIRECTED to:

- a) report back to a future meeting of the appropriate Standing Committee with an update on the implementation of the Community Diversity & Inclusion Strategy, providing specific details with respect to the equity and inclusion lens of the Strategy and the next steps that will be taken to end racism in London;
- b) report back to the appropriate Standing Committee with respect to metrics that may be or are currently implemented to demonstrate progress with respect to hiring to reflect the diversity of the community; and
- c) report back to the appropriate Standing Committee with respect to the establishment of a Black Liaison Officer position at the City of London, similar to the previously approved Indigenous Liaison Officer position, including input from the community and related financing, with respect to this matter.

Motion Passed

5. (4.1) Consideration of Appointment to the London Public Library

Motion made by: J. Helmer

That the matter of the ballot appointment of a member to the London Public Library Board, BE REFERRED to a future meeting of the Strategic Priorities and Policy Committee, at such time when all the members are able to vote simultaneously.

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): J. Morgan

Motion Passed (14 to 0)

10. (5.2) London Boards - Black Lives Matter Rally

Motion made by: J. Helmer

That the following actions be taken with respect to the City of London Boards:

- a) the London Police Services Board and all School Boards operating in London BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020; and,
- b) the Middlesex-London Health Unit Board BE REQUESTED to

respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020.

Motion made by: J. Helmer

That the following actions be taken with respect to the City of London Boards:

a) the London Police Services Board and all School Boards operating in London BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020; and,

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: J. Helmer

b) the Middlesex-London Health Unit Board BE REQUESTED to respond to the issues raised by Londoners during the Black Lives Matter Rally held on June 6, 2020.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier
Recuse: (1): S. Turner

Motion Passed (14 to 0)

10. Deferred Matters

None.

11. Enquiries

Councillor P. Van Meerbergen enquires as to what could be done to permit residents of London to display fireworks on June 26, 2020 to acknowledge the 2020 Graduates given as a result of the COVID-19 emergency, in person graduations cannot be held. The Civic Administration responded that they would only action upon complaint, if the regulations established by the Province and the Middlesex-London Health Unit with respect to COVID-19 were not being adhered to and if a health and safety concern arises.

12. Emergent Motions

Motion made by: J. Helmer

Seconded by: A. Hopkins

That pursuant to section 20.2 of the Council Procedure By-law leave BE GIVEN to introduce the following emergent motion to delegate authority to the Civic Administration to amend regulations to assist businesses to reopen.

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. Turner
Seconded by: J. Helmer

WHEREAS the Province of Ontario on June 8, 2020 announced the next phase of opening businesses, previously ordered closed during COVID-19 pandemic response;

AND WHEREAS the Province of Ontario on June 8 announced an amendment to Regulation 719 under the Liquor Licence Act to support liquor sales licensees in temporarily extending their patios;

AND WHEREAS the municipality wishes to assist London businesses to achieve compliance with temporary regulations and requirements in a timely manner, with a focus on the principles of public safety and risk-based flexibility;

AND WHEREAS the Civic Administration has established a Back to Business Action Team and intake portal to receive and respond to requests from businesses;

AND WHEREAS the Civic Administration By-law permits the delegation of authority, therefore, the following actions be taken:

- a) the City Manager and all Managing Directors and designates BE DELEGATED the authority to amend the regulations related to reopening supportive actions including business application and permit processing procedures until December 31, 2020 in the following By-laws: Business Licence By-law, Streets By-law, Traffic and Parking By-law, Sign By-law, Parks and Recreation By-law, Sound By-law, Building By-law and Council Policy By-law;
- b) the Civic Administration BE DIRECTED to proactively raise challenges to the reopening of businesses in London to other levels of government where specific changes to regulatory and/or operational mechanisms are required in order for the City to respond quickly to the needs of local businesses; and,
- c) the Civic Administration BE DIRECTED to report back to the appropriate Standing Committee at an appropriate time to identify any impacts or changes made under this delegation;

it being noted that the above delegations and amendments shall apply only until December 31, 2020 or until as otherwise directed by Council;

it also being noted that the associated delegated authorities will assist with prompt reviews and approvals for business reopening items such as temporary restaurant patios, curbside pick-ups, vending stands and other applicable business practices;

it also be further noted the fees and charges associated with business applications, permits and encroachments can be considered with other financial matters at the June 23, 2020 meeting of the Strategic Priorities and Policy Committee.

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

Motion Passed (15 to 0)

13. By-laws

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

That Introduction and First Reading of Bill No.'s 193 to 199, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Lewis
Seconded by: M. Cassidy

That Second Reading of Bill No.'s 193 to 199, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: E. Pelozza
Seconded by: S. Lewis

That Third Reading and Enactment of Bill No.'s 193 to 199, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

4. Council, In Closed Session

Motion made by: E. Pelozza
Seconded by: S. Hillier

That 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. (6.1/10/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. (6.2/10/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/10/CSC)

4.4 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation and advice that is subject to solicitor-client privilege, including communications necessary for that purpose and directions and instructions to officers and employees or agents of the municipality. (6.4/10/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 5:01 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

The Council reconvenes at 5:25 PM, with Mayor E. Holder in the Chair and all Members participation; it being noted that Councillors M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, A. Kayabaga and S. Hillier were in remote attendance.

9. Added Reports

9.1 10th Report of Council in Closed Session

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

1. Offer to Purchase and Option Agreement for Industrial Lands – Anvo Laboratories Inc. Part of Block 5, Plan 33M-609 – Innovation Park, Phase IV

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, Innovation Park, Phase IV, Part of Block 5 containing an area of approximately 5 acres, located on the west side of Bonder Road, being comprised of Part Block 5, Plan 33M-609, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) submitted by Anvo Laboratories Inc. (the “Purchaser”) to purchase five (5) acres of the subject property from the City, at a purchase price of \$350,000.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix “B” BE ACCEPTED; subject to the following conditions:

- a) the Purchaser be allowed ninety (90) days from the date of acceptance of this agreement to examine title at the Purchaser’s own expense;
- b) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;

- d) the Purchaser satisfying itself, within ninety (90) days from the acceptance, of the geotechnical condition of the property;
- e) the City agreeing to grant to the Purchaser an Option to Purchase Agreement for the abutting four (4) acres of land identified in Schedule E-1, on the terms contained in Schedule E of the Agreement of Purchase and Sale;
- f) the City agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property; and
- g) the City shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the farm tenant.

2. Offer to Purchase Industrial Land – 2448622 Ontario Corporation Part of Block 3, Plan 33M-544 – Innovation Park Phase I

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 west side of Innovation Drive in Innovation Park, Phase I, containing an area of approximately 4 acres, being comprised of Part of Block 3, Plan 33M-544, as outlined on the sketch attached hereto as Appendix “A”, the offer submitted by 2448622 Ontario Corporation (the “Purchaser”) to purchase the subject property from the City, at a purchase price of \$280,000.00 (reflecting a sale price of \$70,000.00 per acre), attached as Appendix “B” BE ACCEPTED, subject to the following conditions:

- a) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at Purchaser’s own expense;
- b) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out environmental inspections as it might reasonably require; at Purchaser’s own expense;
- c) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out geotechnical inspections at Purchaser’s own expense;
- d) the Purchaser be allowed, within one hundred twenty (120) days to determine the financial feasibility of the Purchaser’s intended use of the property satisfactory to the Purchaser; and
- e) the City being able to terminate the existing Farm Lease Agreement for the property.

3. Authorization to Grant Access Easement over 434 Elizabeth Street for Indwell Developments

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, a Permanent Non-Exclusive Access Easement between the City and Indwell Developments under the corporate name Indwell Community Homes (the “Transferee”), located at 434 Elizabeth Street, attached as Appendix “A” and as part of the Transferee’s housing development project being a 3 storey mixed use development with 72 apartment units located at 744 Dundas Street, 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)

13. By-laws (continued)

Motion made by: S. Hillier

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 192 and Added Bill No.'s 200 to 202, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: M. van Holst

Seconded by: S. Lehman

That Second Reading of Bill No.'s 192 and Added Bill No.'s 200 to 202, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: M. Cassidy

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 192 and Added Bill No.'s 200 to 202, 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)

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

Bill	By-law
Bill No. 192	By-law No. A.-7986-140 – A by-law to confirm the proceedings of the Council Meeting held on the 16th day of June, 2020. (City Clerk)
Bill No. 193	By-law No. A.-7987-141 – A by-law to authorize an Agreement between The Corporation of the City of London and Donald Jones Management Services Inc., for the operation and management of Centennial Hall, and to authorize the execution the Agreement. (2.1/10/CSC)
Bill No. 194	By-law No. A.-7988-142 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of the Housing Development Corporation, London. (3.1/11/SPPC)
Bill No. 195	By-law No. A.-7989-143 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.2/11/SPPC)
Bill No. 196	By-law No. A.-7990-144 – A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.3/11/SPPC)
Bill No. 197	By-law No. L.S.P.-3486-145 – A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Adelaide Street CP Rail Grade Separation Project, between Central Avenue and McMahan Street. (City Engineer)
Bill No. 198	By-law No. S.-6065-146 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Dundas Street, west of Highbury Avenue North) (Chief Surveyor – pursuant to Site Plan SPA19-075 and in accordance with Zoning By-law Z-1)
Bill No. 199	By-law No. S.-6066-147 – A by-law to permit Khalid Hussain and Batsha Hussain to maintain and use a boulevard parking area upon the road allowance for 245 William Street, City of London. (City Clerk)
Bill No. 200	(ADDED) By-law No. A.-7991-148 – A by-law to authorize and approve an Access Easement Agreement between The Corporation of the City of London and Indwell Community Homes, for approximately 286 square metres located at 434 English Street and to authorize the Mayor and City Clerk to execute the Access Easement Agreement. (6.3/10/CSC)

Bill No. 201	(ADDED) By-law No. A.-7992-149 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2448622 Ontario Corporation, for the sale of the City owned industrial land described as Part of Block 3, Plan 33M-544, in the City’s Innovation Park, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/10/CSC)
Bill No. 202	(ADDED) By-law No. A.-7993-150 – A by-law to authorize and approve an Agreement of Purchase and Sale and Option Agreement between The Corporation of the City of London and Anvo Laboratories Inc., for the sale of the City owned industrial land, described as Part of Block 5, Plan 33M-609, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CSC)

14. Adjournment

Motion made by: S. Hillier
 Seconded by: J. Helmer

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourns at 5:36 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

APPENDIX "A"

LOCATION MAP



INNOVATION PARK PHASE IV
PART OF BLOCK 5 OF PLAN 33M-609



Purchase Lands (5 Acres) –Labelled as Subject Land
Option to Purchase Lands (4 Acres) – Labelled as Parcel B

APPENDIX "B"

Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 19 day of MAY, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

ANVO LABORATORIES INC.

Address: 380 Wellington Street, Tower B, 6th Floor, London, Ontario N6A 5B5
hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase IV, in the City of London, in the County of Middlesex, containing **5 acres**, more or less subject to survey, located on the west side of Bonder Road, and being composed of south **Part of Block 5 on Plan 33M-609**, and shown as "Parcel A" and outlined in blue on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Fifty Thousand Dollars **(\$350,000.00)**
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars **(\$70,000.00)**
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

Thirty Five Thousand Dollars **(\$35,000.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

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



Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

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

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

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

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

10. 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, E1 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 **30th Day of July, 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 19th day of MAY, 2020.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

PHI HOANG

) **ANVO LABORATORIES INC.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Name: Thi My Dung Nguyen

) Title: Vice President

) 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 - "Excerpt of Purchase Parcel shown as Parcel "A"
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"
Schedule "E" attached - "Option Agreement"
Schedule "E1" attached - "Excerpt of Optioned Parcel shown as Parcel "B" to be optioned.

Realtor: Phi Hoang, Sales Representative
Right at Home Realty Inc., Brokerage
1396 Don Mills Road Unit B-121
Toronto ON M3B 0A7

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:	Innovation Park, Phase IV, Part of Block 5
Lot & Conc. /Part No. /Block, etc.; Acres:	Part of Block 5 of Plan 33M-609 (5 Acres) subject to final new survey.
Name, Address, Postal Code of Purchaser:	Anvo Laboratories Inc. 380 Wellington Street, Tower B, 6 th Floor, London, Ontario N6A 5B5
Local Company: Yes No	New Company to London
Intended Use of Building - (Describe):	Advanced Pharmaceutical Manufacturing, Product Research and Development, ancillary Warehousing & Office.
Major Industrial Classification of User:	Advanced Pharmaceutical Manufacturing and Research and Development.
List of Products Manufactured/Handled:	Oral, Injectables, Vaccines and Bio Products
Number of Employees Anticipated:	30 + Full Time Employees
Number of Square Feet of Building Proposed:	30,000 Square Feet
Number of Square Feet in Property Purchase:	217,800 square feet
Proposed Building Coverage as % of Lot Area:	13.8 percent (13.8%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	Parcel B (Optioned land) – 26,136 sq. ft.
Proposed Building Material for this Project:	Unknown
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name and Address: Telephone: E-mail	John Poletes, 3199 Yonge St. Toronto M4N 2K9 416-482-1902 john.poletes@bellnet.ca

Purchaser's Executive Completing this Form:
Thi My Dung Nguyen
Vice President
Anvo Laboratories Inc.



(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"

PARCEL "A"
PART OF BLOCK 5 OF PLAN 33M-609



SUBJECT TO FINAL SURVEY

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramouncy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

The Purchaser is notified that inspection manholes, built to City of London standards, may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-laws and standards, as amended, which regulates the discharge of sanitary and storm sewage into public sewage systems. If required, the storm and/or sanitary inspection manholes are to be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

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.

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 5 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$70,000 per acre.

London Hydro Easement

The Purchaser agrees to an easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 1 in Plan 33R-17727. The London Hydro Easement will be registered by the City on or before closing. This condition shall survive and not merge on the completion of this transaction.



Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Testing After Acceptance

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

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

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within five (5) business days of being requested to do so by the Purchaser.

Option to Purchase North-Eastern Part of Block 5 in 33M-609

The Vendor agrees to grant to the Purchaser an Option to purchase the lands identified in Schedule E-1 on the terms contained in Schedule E.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice

in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.



Real Estate Commission

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

Attachment "C" of By-law No. A-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

Building Coverage

The City shall permit a prepared initial building coverage of approximately 13.8 percent in place of 15 percent prescribed by clause 5(b) of the present Industrial Land Sale Policy.

Survival of Conditions

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

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the



Owner's geotechnical engineer's recommendations.

5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended,
6. 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.

Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.



SCHEDULE "E"

OPTION AGREEMENT FOR NORTH-EASTERN PART OF BLOCK 5 ON PLAN 33M-609

This Option Agreement dated the 19th day of MAY, 2020.

In pursuance of the Short Forms of Conveyances Act (Ontario).

Between:

THE CORPORATION OF THE CITY OF LONDON, a municipal Corporation incorporated under the laws of Ontario, hereinafter called "the Optionor"
- OF THE FIRST PART -

and

ANVO LABORATORIES INC.
hereinafter called "the Optionee"
- OF THE SECOND PART -

WHEREAS the Optionor is the registered owner of an estate in fee simple in the lands hereinafter referred to;

AND WHEREAS the Optionee requires title in fee simple, free and clear of all liens, claims, charges or encumbrances to the lands of the Optionor described as remaining north eastern portion of Block 5 On Plan 33M-609, being approximately 4 acres, subject to final survey, in the City of London, County of Middlesex and shown outlined in yellow and labelled as Parcel "B" on the plan attached hereto as Schedule "E-1" hereinafter referred to as the Lands;

AND WHEREAS the Optionor has agreed to sell the Lands to the Optionee and the Optionee has agreed to purchase the lands from the Optionor upon the terms and conditions hereinafter set forth;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of the agreement, the Optionor agrees to sell to the Optionee and the Optionee agrees to purchase from the Optionor the Lands upon the terms and subject to the conditions hereinafter set forth in respect of which the Optionor and the Optionee respectively covenant and Agree as follows:

1. The Optionee shall have the right at any time prior to **July 1st, 2025** (the "Expiry Date") to deliver a notice to the Optionor specifying a date for completion of the transaction of purchase and sale contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and neither the Optionor nor the Optionee shall have any further obligations hereunder.

2. The purchase price for the Lands shall be **Two Hundred and Eighty Thousand Dollars (\$280,000.00) Dollars**. The purchase price shall be paid by cash or cheque of lawful money of Canada as follows:

- (a) **Two Dollars (\$2.00)** to be paid within ten (10) days of the date of execution of this agreement by the Optionee as a non-refundable deposit on account of the purchase price, the receipt of which is hereby acknowledged by the OPTIONOR;
- (b) a further deposit of **Twenty Eight Thousand Dollars (\$28,000.00)** to be paid on account of the purchase price by the Optionee upon delivery of the notice referred to in paragraph 1 of this agreement;
- (c) the balance of the purchase price shall be paid by the Optionee on Closing, less the amount of deposits made under paragraphs 2(a) and 2(b) of this agreement.
- (d) Area Adjustments: The purchase price payable by the Optionee to the Optionor for the Property is calculated at 4 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$70,000 per acre.



3. The Optionor shall on Closing execute and deliver to the Optionee a good and valid deed or Transfer (the "Conveyance") of the Lands in appropriate form for registration in the land registration office where the Lands are recorded in order to enable the Optionee to be registered as owner in fee simple of such Lands and the Optionor covenants with the Optionee that it will execute such further assurances of the Lands as may be requisite. The Optionee 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 industrial land, which Policy is attached hereto as Schedule "A" to this Option, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive closing of this transaction to such extent as may be required to give effect to the said Policy. As a condition of this Option, the Optionee agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

5. The Optionor covenants to the Optionee that it has the right to convey the Lands to the Optionee notwithstanding any act of the Optionor and that the Optionee shall have quiet possession of the lands free from all encumbrances from and after Closing.

6. The Lands and any other things being purchased shall be and remain until Closing at the risk of the Optionor. Pending Closing, the Optionor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Optionee may either terminate this agreement or else take the proceeds of any insurance and complete the purchase.

7. The Optionee acknowledges and understands that should the Optionor receive at any time prior to the Expiry Date, a bona fide unconditional offer to purchase the Lands, for a sum in cash exceeding the amount as set out in paragraph 2 of this agreement, the Optionee shall have the right to:

- (a) within thirty (30) days of the date of receipt of notice from the Optionor of a higher offer to increase the purchase price payable under paragraph 2 of this agreement to match the higher offer and upon exercising this right, this agreement shall continue in full force at the new purchase price;
- (b) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith deliver notice to the Optionor pursuant to paragraph one (1) of this agreement specifying the date of completion of the transaction of purchase and sale contemplated by this agreement, or;
- (c) within thirty (30) days of the receipt of notice from the Optionor of a higher offer to forthwith delivery notice to the Optionor that it does not intend to exercise its right under

Subparagraphs 7 (a) or 7 (b). Upon receipt of such notice the Optionor shall be free to enter into an agreement of purchase and sale with a person submitting the bona fide unconditional offer. This agreement shall terminate upon the completion of the sale as provided for in the agreement of purchase and sale except that if an agreement of purchase is not entered into or the sale as provided for in the agreement of purchase and sale is not completed, then this agreement shall continue in full force and the purchase price shall remain the same as the purchase price in effect prior to the bona fide offer.

The Optionor shall enclose a copy of the bona fide unconditional offer with notice to be given by it to the Optionee pursuant to Subsection 7(a), (b) and (c).

8. The Optionor represents that it is a public service body as defined in Section 123(1) of the Excise Tax Act. The sale of the property subject to this agreement is an exempt supply except when the purchaser is an individual or an unincorporated business enterprise. All Harmonized Sales Tax (HST), if any, which may be payable in connection with this transaction shall be in addition to an not included in the Purchase Price. The Optionee is a HST Registrant and will account for its HST liability, if any, in accordance with Subsection 228(4) of the Excise Tax Act.

9. The Optionor shall pay all charges including, without limitation, taxes (including local improvements) levied against the Lands up to and including Closing and the Optionee shall pay all said taxes after that date.

10. All notices required or permitted to be given hereunder shall be in writing and may be given by either (i) delivering the same to the other party, or (ii) if postal service is fully operative, by mailing same by



registered mail postage prepaid:

in case of the Optionor to:

The Corporation of the City of London
Realty Services Division
300 Dufferin Avenue, 9th floor
London, ON N6A 2L9
Attention: Manager of Realty Services

and in the case of the Optionee to:

ANVO LABORATORIES INC.
380 Wellington Street, Tower B, 6th Floor,
London, Ontario N6A 5B5

Attention: Thi My Dung Nguyen, Vice President.

or to such other address as the Optionee and the Optionor respectively may from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the date on which it was delivered or if mailed shall be deemed to have been given to and received by the addressee on the fifth business day following the date on which it was deposited in the mail, except in the event of interruption of mail service after mailing, in which event it shall be deemed to have been given when actually received.

11. Schedule B attached hereto form part of this Agreement

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 19th day of MAY, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

Witness: PHI HOANG

) ANVO LABORATORIES INC.

) Purchaser

) Signature of Signing Officer

) Thi My Dung Nguyen, Vice President

) 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

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

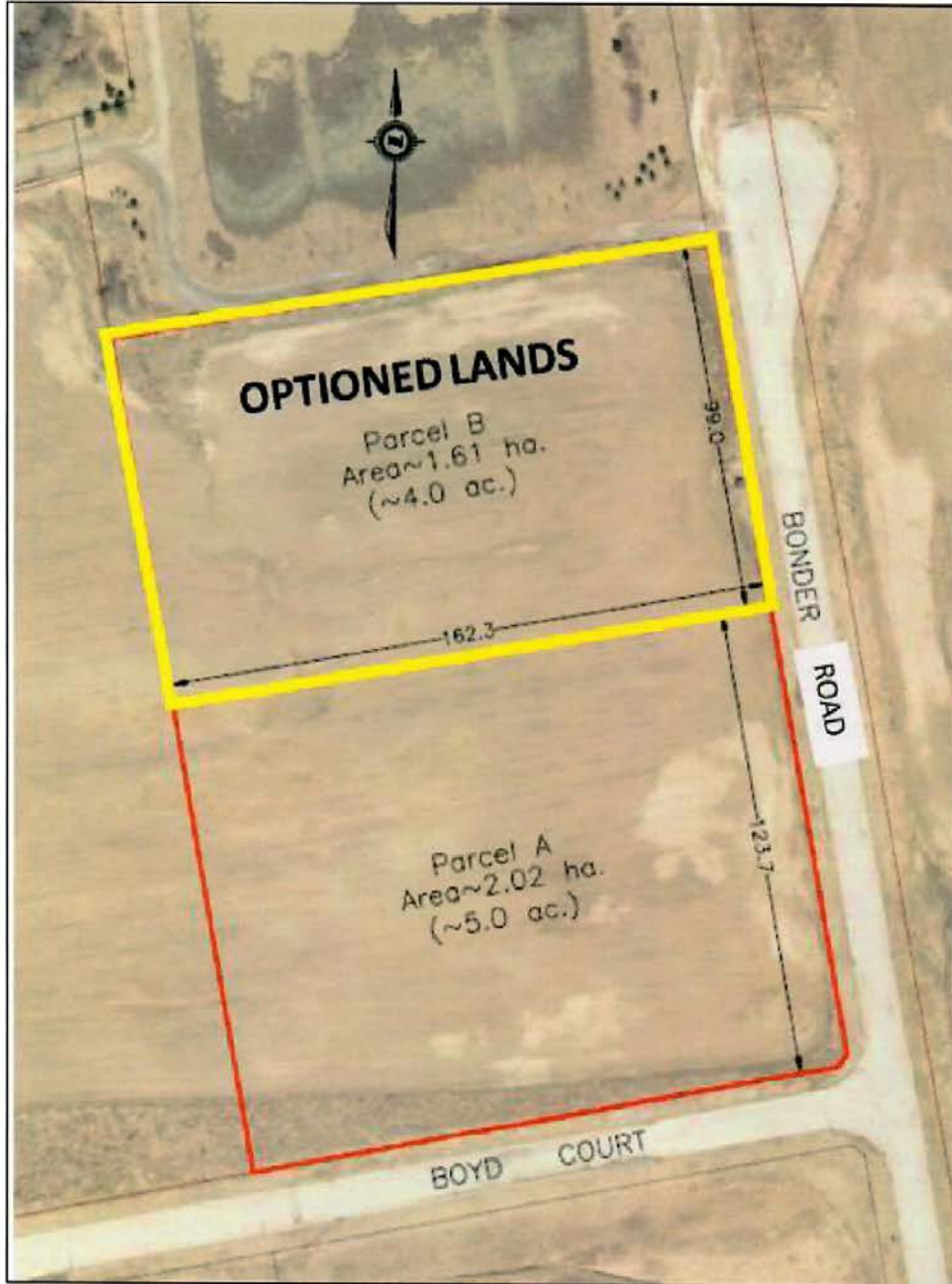
12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of 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 "E-1"

PARCEL "B"

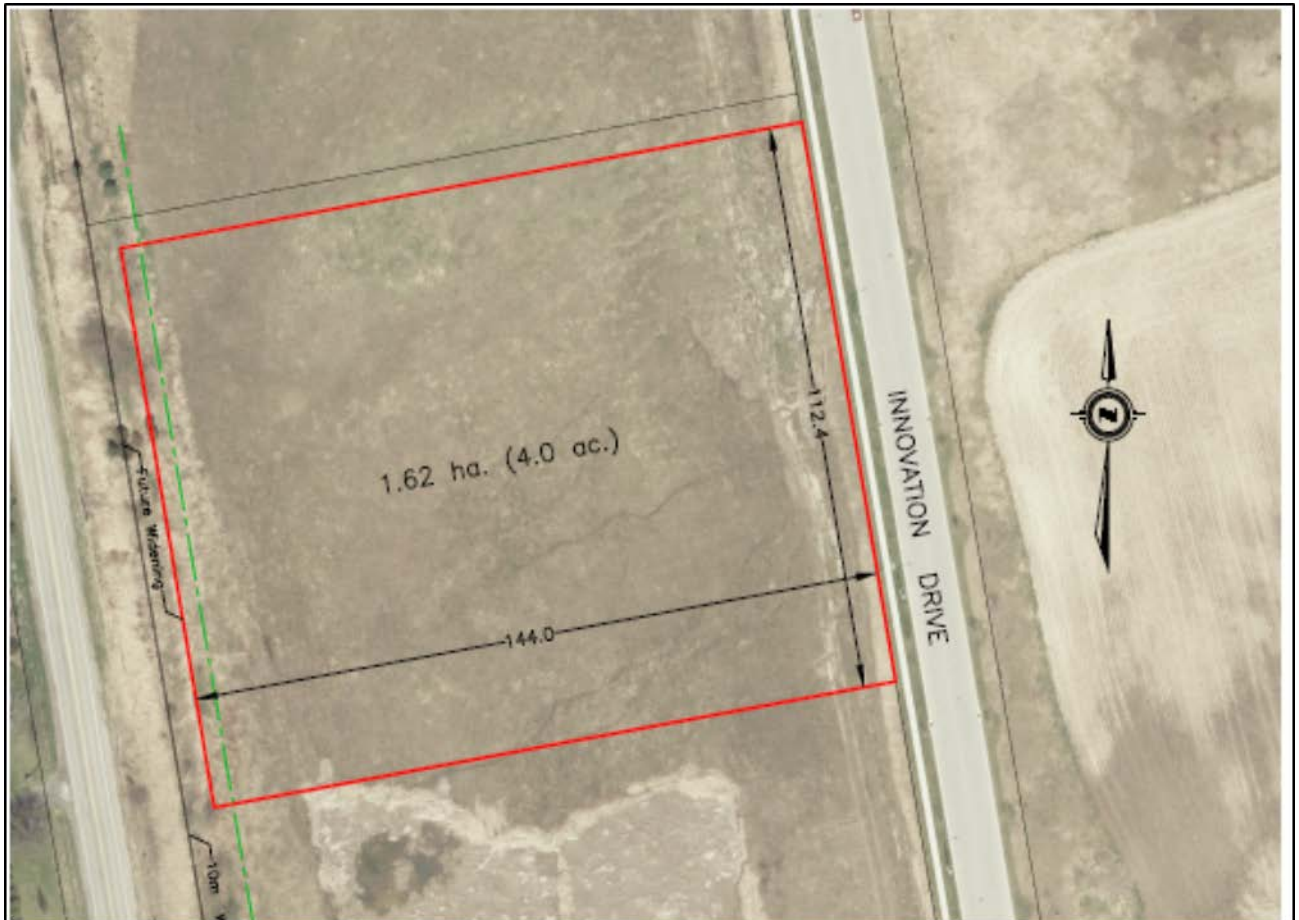
REMAINING NORTH-EASTERN PART OF BLOCK 5 ON PLAN 33M-609



SUBJECT TO FINAL SURVEY

APPENDIX "A"

**PART OF BLOCK 3 ON PLAN 33M-544
INNOVATION PARK PHASE I**



SUBJECT TO FINAL SURVEY

APPENDIX "B"
AGREEMENT OF PURCHASE AND SALE

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 15 day of May, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

2448622 ONTARIO CORPORAT ION

Address: 956 Bianca Court, Kitchener, Ontario N2R 1Y8

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase I, in the City of London, in the County of Middlesex, containing **4 acres**, more or less subject to survey, located on the west side of Innovation Drive, and being composed of **Part of Block 3 on Plan 33M-544**, and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Two Hundred and Eighty Thousand Dollars **(\$280,000.00)**
of lawful money of Canada calculated at the rate of

Seventy Thousand Dollars **(\$70,000.00)**
per acre, with normal municipal services available in the road allowance.

The Purchaser submits
Twenty Eight Thousand Dollars **(\$28,000.00)**
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

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

Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

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

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

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

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

10. 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 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 30th day of June, 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 15 day of 05, 2020.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:
Alban Kozhanyi

) **2448622 ONTARIO CORPORATION.**

) Purchaser

)

)

)

)

) **Signature of Signing Officer**

) Name: Ardion Kozhani

) Title: President

) 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 - "Excerpt from R-Plan Outlining Property in Red"
Schedule "D" attached - "Additional Conditions for the Purchaser's Benefit"

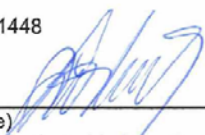


SCHEDULE "A"

**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:	Innovation Park, Phase I, Part Block 3
Lot & Conc./Part No./Block, etc.; Acres:	Part Block 3, on Plan 33M-544
Name, Address, Postal Code of Purchaser:	2448622 Ontario Corporation
Local Company: Yes No	
Intended Use of Building - (Describe):	Manufacturing of Steel Studs
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Steel Studs, Track, U Channel, Corner Bead
Number of Employees Anticipated: ✓	8+ (Full Time)
Number of Square Feet of Building Proposed:	26,000 square feet
Number of Square Feet in Property Purchase:	174,240 square feet
Proposed Building Coverage as % of Lot Area:	14.9 percent (14.9 %)
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:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Schmidt Law Office, c/o Michael Schmidt 1108- 305 King St W, Kitchener, ON N2G 1B9
Telephone:	519-578-1448
Purchaser's Executive Completing this Form: <u>Ardion Kozhani</u> <u>President</u> <u>2448622 Ontario Corporation</u>	 _____ (signature) I have authority to bind the Corporation May 10/5/2010

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

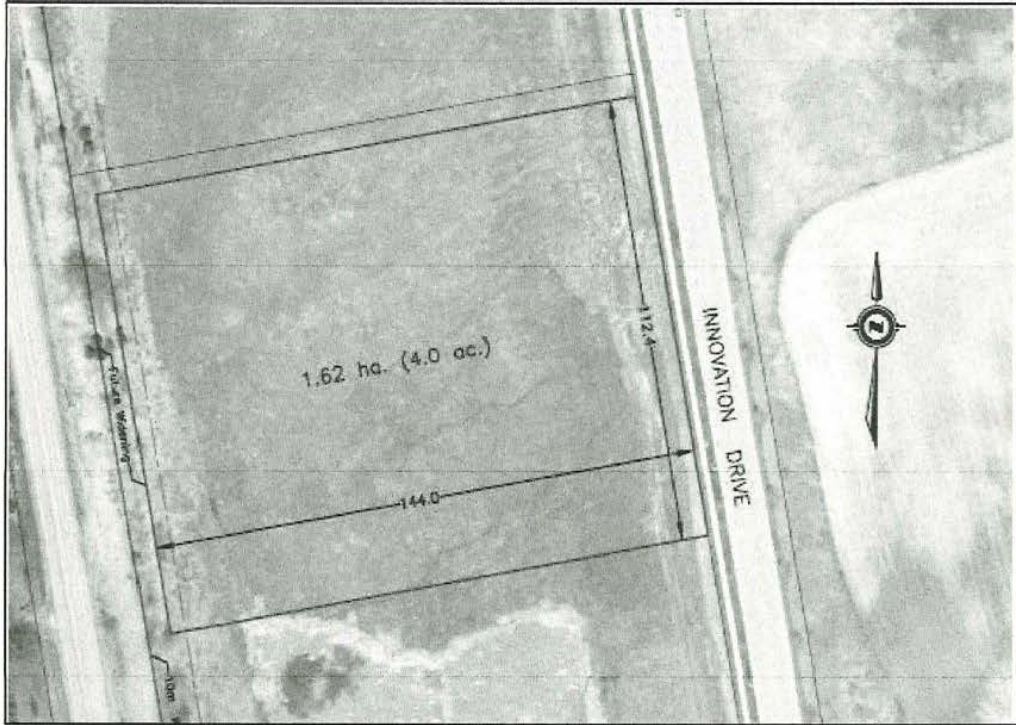
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 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. 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. 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.
20. 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.
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.
22. 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"
SUBJECT PROPERTY 4 ACRES



SUBJECT TO FINAL SURVEY

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramouncy of Schedule "D"

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

Assignment of Agreement

At any time prior to closing the Purchaser may assign this Agreement to an affiliated corporation of the Purchaser, pursuant to 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.

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. This condition shall survive and not merge on the completion of this transaction.

Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City.

Purchaser Condition – Environmental

This offer is conditional upon the Buyer, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than ninety (90) days from the date that this offer is accepted that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

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.

Building Coverage



The Vendor shall permit a proposed initial building coverage of approximately 14.9 percent (14.9%) in place of the required 15%, as prescribed by clause 5(2) of the present Industrial Land Sale policy.

Testing After Acceptance

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

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

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.



A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.



Appendix "A"

Access Easement Agreement

OFFER TO GRANT AN EASEMENT AND CONSENT TO ENTER

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(the "Owner")

- and -

INDWELL COMMUNITY HOMES
(the "Transferee")

434 Elizabeth St

IN CONSIDERATION of the sum of Five Dollars (\$5.00) and other good and valuable consideration, The Corporation of the City of London being the Owner of the Property described as PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110639; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114691, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17467; S/T LC111042, 880357; LOCATED IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PIN 082810252, DO HEREBY offer to grant to the Transferee:

- a) A Permanent Non-Exclusive Easement on, over and upon the lands shown highlighted in red in Schedule "A" for a permanent easement for ingress and egress for vehicles and pedestrians over the said lands in a form substantially in accordance with Schedule "B" attached (the "Access Easement");

The Owner agrees;

1. That the Access Easement may be accessed by the Transferee on a non-exclusive basis and by its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time hereafter, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid until such time the Access Easement referenced in Schedule "B" is registered on title.
2. To prepare and register the Access Easement document in a form substantially in accordance with Schedule "B".

The Transferee Agrees;

3. To prepare and deposit, at the Transferee's expense, the Reference Plan showing the Access Easement area shown in Schedule "A". The Transferee shall obtain prior written approval by the Owner prior to depositing the Reference Plan on title.
4. To indemnify and hold harmless the Owner from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the Transferee, its officers, employees, their servants, tenants, agents, work people, contractors and others arising out of this Consent and registered Access Easement. This provision shall survive and not merge on the registration of the Access Easement.
5. The Transferee agrees to reimburse the Owner directly for any and all costs associated with illegal dumping on the Property which may include but not be limited to debris, garbage, mattresses, and furniture which are directly associated to the Access Easement and/or uses and activities at the Transferee's property (the "Dumping Charge"). This provision shall survive and not merge on the registration of the Access Easement.

Appendix "A" Cont'd
Access Easement Agreement

Payment for any Dumping Charge(s) shall be made payable to the Owner at the following address:

The Corporation of the City of London
Attn: Manager of Municipal Law Enforcement Services
Parking Services
824 Dundas Street, London ON N6A 4L6

- C) The Owner and the Transferee hereby covenant that they shall perform and observe the covenants, provisos, and stipulations contained in the Offer to Grant an Easement and Consent to Enter and Access Easement.

DATED at London this _____ day of _____, _____.

SIGNED, SEALED & DELIVERED

in the presence of

Witness: _____

) INDWELL COMMUNITY HOMES
) TRANSFEEE

)
)
)
)

) Signature of Signing Officer
) Name: Alice Plug-Buist
) Title: President
) I have authority to bind the Corporation

The Corporation of the City of London hereby accepts the above Grant of Easement and Consent to Enter 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.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix "A" Cont'd
Access Easement Agreement

SCHEDULE "A"



Subject to Final Survey

Appendix "A" Cont'd Access Easement Agreement

SCHEDULE "B"

THIS EASEMENT made this ___ day of _____, 2020.

TRANSFER OF EASEMENT, ACCESS ROADWAY

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferor")

- and -

INDWELL COMMUNITY HOMES

(Hereinafter called the "Transferee")

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee, in perpetuity, a non-exclusive easement for ingress and egress by vehicles and pedestrians over the said lands;

NOW THEREFORE WITNESSETH that in consideration of FIVE DOLLARS (\$5.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt whereof is hereby by it acknowledged), the Transferor DOTH TRANSFER unto the Transferee, its successors and assigns, forever, a non-exclusive right use and as appurtenant to the lands in the ownership of the Transferee and described as **Firstly:** PART OF LOTS 5 & 6, BLOCK L, PLAN 304(3RD) DESIGNATED AS PARTS 3, 4 & 5 ON 33R-4443; LONDON BEING PIN 082810249 and **Secondly:** PT LTS 6 & 7 BLK L PLAN 304(3RD), PTS 6, 7, 8 33R4443; LONDON BEING PIN 082810148 and **Fourthly:** PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110639; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114891, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17487; LONDON CITY OF LONDON BEING PIN 082810252 in, through and over part of the lands of the Transferor situate in the City of London, County of Middlesex, described as PT LT 4 BLK L PLAN 304(3RD) AS IN LC107313, LC107640, LC111042, LC113975, LC107831, LC108707; PT LTS 5, 6, 7 BLK L PLAN 304(3RD) AS IN LC110639; PT LTS 7, 8, 9, 10 BLK L PLAN 304(3RD) AS IN LC107329; PT LT 11 BLK L PLAN 304(3RD) AS IN LC114891, LC114908; PT LT 12 BLK L PLAN 304(3RD) AS IN LC107373; SAVE & EXCEPT PART 1, PLAN 33R-17487; LONDON CITY OF LONDON BEING PIN 082810252 designated and Part ___ on 33R-___ (hereinafter referred to as the "Easement Lands") for the purposes of vehicle and pedestrian access.

TOGETHER WITH the non-exclusive-right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the easement lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid.

THE TRANSFEROR COVENANTS that no building or other structure shall be erected on or over the easement lands without the written consent of the Engineer of the City of London.

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

THE TRANSFEREE COVENANTS AND AGREES to reimburse the TRANSFEROR directly for any and all costs associated with illegal dumping on the Easement Lands which may include but not be limited to debris, garbage, mattresses, and furniture which are directly associated to the Access Easement and/or uses and activities at the Transferee's property.

THE TRANSFEREE COVENANTS & AGREES that no changes to the existing grade of the

Appendix "A" Cont'd
Access Easement Agreement

Easement Lands shall be permitted by the Transferee and the Easement Lands shall be in an 'as is' condition at time of the registration of this easement. The Transferee further acknowledges and agrees that parking, loading, or storage, is not permitted on the Easement Lands at any time by the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them and the access for 423 English Street and 425 English Street shall not be restricted or blocked at any time over the Easement Lands.

THE TRANSFEREE COVENANTS AND AGREES that in the event the TRANSFEREE sells, conveys, transfers, assigns all or part of the Transferee's lands which are benefitted by the Access Easement herein (the "Transfer"), the Transferee agrees to pay the Transferor the fair market value (the "Fair Market Value") for the Access Easement within ninety (90) days of the Transfer date. The fair market value for the Access Easement lands shall be determined by the Transferor using a formula by multiplying the land rate per acre established by the Transferor for the Transferor's lands multiplied by the total area of the Access Easement and multiplied by seventy five percent (Fair Market Value = Land Rate Per Acre X Access Easement Area X 75%). This clause will remain applicable to the Transferee at the time of the registration of this easement.

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

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

IN WITNESS WHEREOF the Transferee, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this _____ day of _____, 2020.

SIGNED, SEALED & DELIVERED) INDWELL COMMUNITY HOMES
) TRANSFEREE
in the presence of)
)
)
)
)
_____ Witness:) _____) Signature of Signing Officer) Name: Alice Plug-Buist) Title: President) I have authority to bind the Corporation

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Civic Works Committee

Report

The 8th Meeting of the Civic Works Committee
June 23, 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: Councillor J. Helmer; A. Anderson, M. Feldberg, D. MacRae, S. Mathers, C. Saunders, K. Scherr, B. Somers, and J. Stanford

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

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: M. Cassidy

Seconded by: S. Lewis

That items 2.1 to 2.4 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 Notification of Expenditure - Environmental Spills Response

Moved by: M. Cassidy

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 addressing an environmental spill that occurred on Wilton Grove Road:

a) the action taken by the Managing Director, Environmental and Engineering Services and City Engineer, in accordance with the Procurement of Goods and Services Policy (Section 4.3 d "Triggering Event") BE RECOGNIZED; it being noted that immediate actions were taken to comply with direction of the Ministry of Environment, Conservation and Parks (MECP); and,

b) the financing for this environmental spill cleanup BE PROVIDED by the Council-approved 2020 Sewer Operations Division operating budget. (2020-E05)

Motion Passed

2.2 Dingman Drive East of Wellington Road to the Highway 401 Overpass and Area Intersection Improvements - Environmental Study Report

Moved by: M. Cassidy
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 Dingman Drive East of Wellington Road to the Highway 401 Overpass and Area Intersection Improvements Environmental Study Report:

- a) the Dingman Drive Improvements Schedule "C" Municipal Class Environmental Assessment Study BE ACCEPTED;
- b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Environmental Study Report BE PLACED on the public record for a 30 day review period. (2020-E05)

Motion Passed

2.3 Implementation of Environmental Assessment Recommendations (Deferred Matters Item)

Moved by: M. Cassidy
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 implementation of Environmental Assessment recommendations:

- a) the staff report, dated June 23, 2020 BE RECEIVED for information; and,
- b) the corresponding item BE REMOVED from the Civic Works Committee Deferred Matters list (Environmental Assessment – Item #3, as of April 6, 2020 on the CWC Deferred Matters list). (2020-E05)

Motion Passed

2.4 Single Source Procurement - Additional Sidewalk Sweeper

Moved by: M. Cassidy
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 single source procurement of an additional sidewalk sweeper:

- a) the Civic Administration BE AUTHORIZED to enter into a single source agreement for the procurement of an additional articulating sidewalk sweeper, as per Section 14.4(d)(e) of the Procurement of Goods and Services Policy;
- b) the submission from Cubex Ltd., 189 Garden Ave., Brantford, Ontario, N3S 0A7 BE ACCEPTED for the supply and delivery of one (1) 2019 Mathieu MC110 Sidewalk Sweeper at a total purchase price of \$121,100 (excluding HST);
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;

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

e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the staff report dated June 23, 2020. (2020-T06)

Motion Passed

3. Scheduled Items

None.

4. Items for Direction

4.1 (ADDED) Active Transportation Manager - Councillors E. Pelozza and S. Lewis

Moved by: E. Pelozza

Seconded by: S. Lewis

That the following actions be taken with respect to the upcoming review of the City's Cycling Master Plan in 2021:

a) the Civic Administration be directed to develop a plan for the creation of an Active Transportation Manager under Environmental and Engineering Services and the City Engineer, including options to offset the costs for such a position through the reallocation of resources including but not limited to the redeployment of unfilled positions in the "Smart Cities" area;

b) the Civic Administration be directed to report back to the Civic Works Committee by the end of Q3 2020 with an update on progress made with regard to this initiative; it being noted and understood that the City of London is currently in a hiring freeze and hiring would occur once this has concluded; and,

c) the Civic Administration investigate opportunities to address the immediate need of residents for secure bicycle parking in key locations as existing budget opportunities allow; it being noted that providing secure bike parking in the Core Area relates to several council approved components of the Core Area Action Plan;

it being further noted that the Civic Works Committee received a communication from Councillors E. Pelozza and S. Lewis, dated June 19, 2020, with respect to this matter.

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

Motion Passed (6 to 0)

4.2 (ADDED) Removal of Trees on Lambeth Avenue - H. Sanderson - Request for Delegation Status

Moved by: M. Cassidy

Seconded by: S. Lewis

That the request for delegation status made by H. Sanderson, dated June 22, 2020, with respect to the Lambeth Avenue infrastructure renewal project and associated tree removal, BE APPROVED for the July 14, 2020 Civic Works Committee meeting.

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

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: E. Pelozza
Seconded by: M. Cassidy

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

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

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 12:18 PM.

Corporate Services Committee

Report

11th Meeting of the Corporate Services Committee
June 22, 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. Pelosa; L. Livingstone, A. Barbon, G. Belch, B. Card, I. Collins, D. O'Brien, C. Saunders, K. Scherr, M. Schulthess, E. Skalski, B. Warner, T. Wellhauser

The meeting is called to order at 12:02 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, 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: M. van Holst
Seconded by: E. Holder

That items 2.2 and 2.3 BE APPROVED.

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

Motion Passed (6 to 0)

2.2 Microwave Backhaul Replacement RFP 20-19 Microwave Radio Backhaul Replacement and SS 20-16 Single Source Procurement for Router Replacement and Configuration for Microwave Radio Backhaul Project

Moved by: M. van Holst
Seconded by: E. Holder

That, on the recommendation of the City Manager, the following actions be taken, with respect to the Microwave Backhaul Replacement Project;

a) the proposal submitted by Broadnet Telecom (Broadnet), 9464 Henri Bourassa West, VilleSaint-Laurent, Montreal, Quebec H4S 1N8, BE ACCEPTED for the design, implementation, installation and one year service of a microwave radio backhaul system including decommissioning of legacy equipment, for the pricing of one time implementation fee of \$809,223.00 (HST excluded), and subsequent five year(s) of an annual Service Level Agreement (SLA_ fee of \$6,250.00 (HST excluded);

b) the financing for the microwave radio backhaul and decommissioning of legacy equipment noted above, BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated June 22, 2020 hereto as Appendix "A";

c) the approval given herein in a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory terms and conditions with Broadnet to the satisfaction of the City Manager;

d) in accordance with sections 14.d. and e. of the Procurement of Goods and Services Policy, the proposal from L3Harris Canada Systems to supply, install and configure MLPS routers BE ACCEPTED as the sole source provider at the quoted purchase value of \$257,857.71 (HST excluded);

e) the financing for the supply, install, and configure of routers noted above, BE APPROVED as set out in the Sources of Financing Report as appended to the staff report dated June 22, 2020 hereto as Appendix "B";

f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with parts a) and d) above; and,

g) the approval hereby given BE CONDITIONAL upon The Corporation of the City of London entering into a formal contract, agreement or having a purchase order relating to the subject matter of the approval set out d) above.

Motion Passed

2.3 Delegation of Authority for Building Permit Applications

Moved by: M. van Holst

Seconded by: E. Holder

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "A", being "A by-law to delegate authority to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer or designate, to apply through the City's Building Division for any necessary permits with respect to Council approved Capital Works Project BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020.

Motion Passed

2.1 Council Policy - General Policy for Advisory Committees

Moved by: M. van Holst

Seconded by: A. Hopkins

That, on the recommendation of the City Clerk, the proposed by-law attached as Appendix "A" to the staff report dated June 22, 2020, to amend the "General Policy for Advisory Committees" to provide for electronic meeting participation, BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020.

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

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Application - Issuance of Proclamation - Ontario FASD Action Network - London Branch

Moved by: M. van Holst
Seconded by: J. Helmer

That based on the application dated May 29, 2020, from the Ontario FASD Action Network - London Branch, the day of September 9, 2020 BE PROCLAIMED as FASD Awareness Day in London.

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

Motion Passed (6 to 0)

4.2 Application - Issuance of Proclamation - The Institute for the Research of Genocide Canada

Moved by: A. Hopkins
Seconded by: J. Helmer

That based on the application dated June 13, 2020, from the Institute for Research of Genocide Canada, the day July 11, 2020 BE PROCLAIMED 25. Commemoration of the Srebrenica Genocide in London.

Yeas: (4): A. Kayabaga, J. Helmer, J. Morgan, and A. Hopkins
Nays: (2): M. van Holst, and E. Holder

Motion Passed (4 to 2)

5. Deferred Matters/Additional Business

5.1 (ADDED) Standing Committee Meetings and Annual Meeting Calendar

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

That, on the recommendation of the City Clerk, the annual meeting calendar for the period December 1, 2020 to December 31, 2021, as appended to the staff report dated June 22, 2020 as Appendix "A", BE APPROVED; it being understood that adjustments to the calendar may be required from time to time in order to accommodate special/additional meetings or changes to governing legislation.

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

Motion Passed (6 to 0)

5.2 (ADDED) 2nd Report of the County/City Liaison Committee

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

That the 2nd Report of the County/City Liaison Committee, from its meeting held on June 17, 2020, BE RECEIVED.

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

Motion Passed (6 to 0)

6. Confidential (Enclosed for Members only.)

Moved by: A. Hopkins
Seconded by: M. van Holst

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

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

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

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

A matter pertaining to litigation with respect to the full expropriation of property located at 69 Wharnccliffe Road South, 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 69 Wharnccliffe Road South; 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 69 Wharnccliffe Road South.

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

Motion Passed (6 to 0)

The Corporate Services Committee convened, In Closed Session, from 12:33 PM to 12:54 PM.

7. Adjournment

The meeting adjourns at 12:56 PM.

Planning and Environment Committee Report

The 9th Meeting of the Planning and Environment Committee
June 22, 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 S. Lehman and E. Peloza; J. Adema, G. Barrett, M. Butlin, M. Feldberg, P. Kokkoros, G. Kotsifas, C. Lowery, B. O'Hagan, M. Schulthess, E. Skalski, M. Tomazincic, M. Vivian, B. Westlake-Power, S. Wise and M. Wu

The meeting is called to order at 4:00 PM, with Councillor M. Cassidy in the Chair; it being noted that the following Members were in remote attendance: Mayor E. Holder; Councillors J. Helmer, A. Hopkins, S. Turner and A. Kayabaga.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: S. Turner

That Items 2.2 to 2.4, inclusive, BE APPROVED.

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

Motion Passed (6 to 0)

2.2 City of London Boulevard Cafe Grant Program

Moved by: E. Holder

Seconded by: S. Turner

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to implementing program guidelines for a Boulevard Café Grant Program:

a) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to amend By-law C.P.-1467-175, as amended, being a by-law to establish financial incentives for the Downtown Community Improvement Project Areas, to adopt the Boulevard Café Grant Program as Schedule 3; and,

b) the Civic Administration BE DIRECTED to supplement the Core Area Action Plan funding approved through the 2020-2023 Multi-Year Budget with the Small Scale Downtown Projects Fund, approved through the 2015-2019 Multi-Year Budget to support the Boulevard Café Grant Program and other small-scale projects that assist with the economic recovery of the downtown as a result of the COVID-19 pandemic;

it being noted that this initial Grant Program is being adopted under the

existing Downtown Community Improvement Plan until such a time as a Core Area Community Improvement Plan is developed and approved, which would extend this Program to the entire Core Area as identified in the Core Area Action Plan.

Motion Passed

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

Moved by: E. Holder
Seconded by: S. Turner

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 June 22, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 29, 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-100*R5-4(22)/R6-5(50)/R7(21).D45.H17) Zone TO a Residential R5 Special Provision/R6 Special Provision/Residential R7 Special Provision (R5-4(22)/R6-5(50)/R7(21).D45.H17) Zone to remove the "h-100" holding provision.

Motion Passed

2.4 Building Division Monthly Report for April 2020

Moved by: E. Holder
Seconded by: S. Turner

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

Motion Passed

2.1 ReThink Zoning Phase One Update (POSTPONED)

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

That the staff report dated June 22, 2020 entitled "ReThink Zoning Phase One Update" BE REFERRED back to the Civic Administration to report back at a future Planning and Environment Committee meeting.

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

Motion Passed (6 to 0)

3. Scheduled Items

3.1 Application - 1919 and 1929 Oxford Street West (Z-9115)

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

That, on the recommendation of the Director, Development Services, based on the application by Oxford Westdel Centre Inc., relating to the properties located at 1919 and 1929 Oxford Street West, the proposed by-law appended to the staff report dated June 22, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 29, 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 Residential R1 (R1-14) Zone and a holding Convenience Commercial (h-17*CC3) Zone TO a holding Residential R1 (h-94*R1-14) Zone and a holding Community Shopping Area Special Provision (h-17*CSA1(_)) Zone;

it being noted that the following site plan matters have been raised during the public meeting process:

- i) restrict the access along Oxford Street West to right-out only; and,
- ii) locate garbage facilities away from the Oxford Street West frontage;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

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

- the recommended Zoning Amendment is consistent with the Provincial Policy Statement (PPS), 2020, which encourages an appropriate range and mix of uses to meet projected requirements of current and future residents;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to, the Shopping Area Place Type, Our City, Our Strategy, and all other applicable London Plan policies;
- the recommended amendment permits an appropriate range of commercial and automotive uses that conform to the in-force policies of the (1989) Official Plan, including but not limited to the Community Commercial Node designation; and,
- the recommended Zoning By-law Amendment permits development that is appropriate for the site and compatible with the surrounding land uses.

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

Motion Passed (6 to 0)

Additional Votes:

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

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: A. Kayabaga

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.2 Application - 584 and 588 Wonderland Road North (OZ-9114)

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

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Wasan Holdings Ltd relating to the property located at 584 and 588 Wonderland Road North:

a) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to amend the Official Plan by ADDING a specific policy to permit office, medical/dental office, and pharmacy uses;

b) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to add a new policy to the Specific Policies for the Neighbourhoods Place Type and amend Map 7 – Specific Policy Areas – of The London Plan by adding the subject site to the list of Specific Policy Areas;

c) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on June 29 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in the above-mentioned parts a) and b)), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Restricted Office Special Provision (RO1(_)) Zone;

it being noted that the following site plan matter was raised during the public meeting process:

- to consider removing the fencing in the exterior side yard of 584 Wonderland Road North to improve sightlines for motorists;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the attached public participation meeting record made an oral submission regarding these matters;

it being further noted that the Municipal Council approves these applications for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 which promotes an appropriate range and mix of uses in a settlement area;
- the recommended specific policy to The London Plan conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate the development of a building with a greater floor area than contemplated in the Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Chapter 10 – Policies

for Specific Areas, which allows Council to apply specific policies where the change in land use is site specific and located in an area where Council wishes to maintain the existing land use designation while allowing for a site specific use; and,

- the recommended Zoning By-law Amendment implements an appropriate use and intensity for the site which is compatible with the surrounding area.

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: A. Hopkins

Seconded by: J. Helmer

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.3 Application - 944 Hamilton Road (Z-9151)

Moved by: S. Turner

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by York Developments, relating to the property located at 944 Hamilton Road:

a) consistent with Policy 19.1.1. of the Official Plan, the subject lands, representing a portion of 944 Hamilton Road, BE INTERPRETED to be located in the Community Commercial Node designation; and,

b) the proposed by-law appended to the staff report dated June 22, 2020 BE INTRODUCED at the Municipal Council meeting to be held on June 29th, 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 Convenience Commercial/Service Station (CC/SS1) Zone and a Residential R1 (R1-6) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(_)/ASA2(_)/ASA3(_)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to, Policy 253_, Policy 926_ and Policy 932_;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan policies, including but not limited to, Section 4.3.7.1., Section 4.3.7.2., Section 4.3.7.3., Section 4.3.7.4., Section 4.3.7.5. and Section 19.1.1i;
- the recommended amendment provides additional uses that are appropriate and compatible with the surrounding area and provides an increased opportunity to effectively utilize the existing building; and,
- the existing and proposed built form and on-site parking is capable of supporting the requested commercial uses without resulting in any negative impacts on the abutting lands.

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: S. Turner

Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: A. Hopkins

Seconded by: S. Turner

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.4 Application - 754-760 Baseline Road (OZ-9148)

Moved by: S. Turner

Seconded by: A. Hopkins

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Canadian Commercial Management Inc. relating to the property located at 754-760 Base Line Road East:

a) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to amend the Official Plan by ADDING a policy to section 10.1.3 – Policies for Specific Areas;

b) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting

to be held on June 29, 2020 to amend The London Plan by AMENDING Policy 1101_ in the Specific Policies for the Institutional Place Type;

it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;

c) the proposed by-law appended to the staff report dated June 22, 2020 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in the above-noted parts a) and b) above), to change the zoning of the subject property FROM an Office (OF2) Zone TO a Residential R8 Bonus/Office (R8-4*B-_/OF2) Zone;

the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 4-storeys, 28 dwelling units and a maximum density of 165 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated June 22, 2020 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

i) Exceptional Building Design

The building design shown in the various illustrations contained in Schedule "1" to the amending by-law is being bonused for features which serve to support the City's objective of promoting a high standard of design including:

- A) a building located along the street frontage with reduced front and exterior side yard setbacks;
- B) providing for appropriate scale/rhythm/materials/fenestration; and,
- C) enhanced landscaping and amenity area at grade;

ii) Provision of Affordable Housing

The development shall provide for the following:

- A) one, one-bedroom barrier-free affordable rental unit;
- B) rent not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy; and,
- C) the duration of affordability shall be set at 25 years from the point of initial occupancy of the unit;

d) the Civic Administration BE REQUESTED to consider the following during the Site Plan process:

- i) an alternate location for the garbage location away from the residential units; and,
- ii) the privacy fence height be increased to 7 feet (2.1 meters);

it being pointed out that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated June 9, 2020 from R. and J. Robinson, 347 Fairview Avenue; and,
- a communication dated June 15, 2020 from B. and E. May, 749 Rowntree Avenue;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters;

it being further noted that the Municipal Council approves these applications for the following reasons:

- the recommended amendment is consistent with the PPS, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and Institutional Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the criteria for a Chapter 10 Specific Area Policy;
- the recommended amendment facilitates the development of a vacant, underutilized site within the Built-Area Boundary and Primary Transit Area with an appropriate form of development.

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

Motion Passed (6 to 0)

Additional Votes:

Moved by: E. Holder

Seconded by: A. Hopkins

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner

Seconded by: E. Holder

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

3.5 Application 1992 Fanshawe Park Road West (TZ-9177)

That it BE NOTED that the Planning and Environment Committee was unable to reach a majority decision with respect to the application by Southside Construction Management Limited relating to the property located at 1992 Fanshawe Park Road West, and pursuant to Section 19.3 of the Council Procedure By-law, the matter is hereby submitted to the Municipal Council for its disposition;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated June 11, 2020 from C. Butler, 863 Waterloo Street, with respect to this matter; and, it being further pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached

public participation meeting record made oral submissions regarding these matters.

Additional Votes:

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

That, on the recommendation of the Director, Development Services, based on the application by Southside Construction Management Limited, relating to the property located at 1992 Fanshawe Park Road West, the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on June 29, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to extend the Temporary Use (T-45) Zone to permit a golf driving range and accessory uses for an additional three (3) year period.

Yeas: (3): M. Cassidy, J. Helmer, and E. Holder
Nays: (3): A. Hopkins, S. Turner, and A. Kayabaga

Motion Failed (3 to 3)

Moved by: S. Turner
Seconded by: E. Holder

Motion to open the public participation meeting.

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

Motion Passed (6 to 0)

Moved by: S. Turner
Seconded by: A. Hopkins

Motion to close the public participation meeting.

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

Motion Passed (6 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

None.

6. Adjournment

The meeting adjourned at 6:08 PM.

Strategic Priorities and Policy Committee

Report

12th Special Meeting of the Strategic Priorities and Policy Committee
June 23, 2020

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

ALSO PRESENT: C. Saunders, M. Schulthess, S. Spring, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, K. Dickins, G. Kotsifas, K. Murray, K. Scherr, E. Skalski, C. Smith, S. Stafford, R. Wilcox

The meeting is called to order at 4:08 PM; it being noted that the following were in remote attendance: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, S. Hillier

1. Disclosures of Pecuniary Interest

Councillor J. Helmer discloses a pecuniary interest in Item 2.3 - COVID-19 Financial Impacts, specific to item #10 of Table 3 - Additional Proposed Service Adjustments - having to do with the proposed closure of River Road Golf Course for the 2020 season, by indicating that his father is employed by National Golf Course Owners Association of which River Road is a member.

2. Consent

2.1 COVID-19 - City of London Services

Moved by: S. Lewis

Seconded by: M. Cassidy

That, on the recommendation of the City Manager, the staff report dated June 23, 2020 entitled "Covid-19 – City of London Services", BE RECEIVED for information.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): S. Turner

Motion Passed (14 to 0)

2.2 Strategic Plan: Semi-Annual Progress Report

Moved by: J. Helmer

Seconded by: S. Lehman

That, on the recommendation of the City Manager, the staff report dated June 23, 2020, entitled "Strategic Plan: Semi-Annual Progress Report", BE RECEIVED for information.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): S. Turner

2.3 COVID-19 Financial Impacts - Update

That the following actions be taken with respect to the staff report dated June 23, 2020, related to an update on COVID-19 Financial Impacts:

- a) the overview of projected financial impacts of COVID-19 on The Corporation of the City of London and the measures taken to date to address these pressures BE RECEIVED for information;
- b) the actions below BE APPROVED to further mitigate the financial pressures caused by COVID-19:
 - i) additional operating service adjustments identified in Table 3 in the staff report dated June 23, 2020, excluding Item 10 – Golf, be approved, noting the anticipated service impacts associated with these actions;
 - ii) item 10 - Golf operating service adjustments identified in the above-noted Table 3, noting the anticipated service impacts associated with these actions;
 - iii) deferral of capital projects totaling \$3,539,000, it being noted that there are anticipated service impacts associated with these deferrals;
- c) the Civic Administration BE AUTHORIZED to take the necessary actions to adjust the 2020 capital budgets and associated funding sources referenced in part b)ii), above;
- d) deferral of 2020 additional investments approved during the 2020-2023 Multi-Year Budget totaling \$1,345,000 BE APPROVED; it being noted that there are anticipated service impacts associated with these deferrals;
- e) the measures being taken by the City's Agencies, Boards and Commissions and other funded organizations to mitigate their financial challenges BE RECEIVED for information;
- f) a one-year deferral of the annual loan repayment for RBC Place BE APPROVED;
- g) the extension of the waiver of late payment charges for unpaid water & wastewater billings through July 2020 BE ENDORSED; it being noted that this is consistent with London Hydro's approach for electricity late payment charges;
- h) the Civic Administration BE AUTHORIZED to take the actions necessary to waive the applicable fees associated with permits and encroachments to assist London businesses with reopening items such as temporary restaurant patios, curbside pick-ups, vending stands and other applicable business practices;
- i) the proposed approach for the 2021 Annual Budget Update outlined in the report dated June 23, 2020, BE ENDORSED;
- j) the Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 90 days, being June, July and August 2020, where the applicant has requested a further deferral in writing; it being noted that the September loan repayments will be cashed as planned; and,
- k) the Civic Administration BE AUTHORIZED to further extend the deferral period for the loan payments on the interest-free loan to the London Community Players until January 2021; it being noted that the January loan repayments will be cashed as planned;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and a communication dated June 18, 2020 from C. Butler with respect to this matter.

Motion Passed

Voting Record:

Moved by: J. Helmer
Seconded by: M. Salih

The Civic Administration BE AUTHORIZED to further extend the deferral period, on Community Improvement Plan loan repayments, on an interest-free basis for a further period of 90 days, being June, July and August 2020, where the applicant has requested a further deferral in writing; it being noted that the September loan repayments will be cashed as planned.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Turner

Motion Passed (14 to 0)

Moved by: J. Helmer
Seconded by: S. Hillier

The Civic Administration BE AUTHORIZED to further extend the deferral period for the loan payments on the interest-free loan to the London Community Players until January 2021; it being noted that the January loan repayments will be cashed as planned.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier
Absent: (1): S. Turner

Motion Passed (14 to 0)

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

The Civic Administration BE DIRECTED to remove Item 10 "Golf" from Table 3 (as included in the staff report dated June 23, 2020) – Additional Proposed Service Adjustments – related to the closure of River Road Golf for the 2020 season, and the Civic Administration BE DIRECTED to open the River Road Golf as soon as possible.

Yeas: (4): M. van Holst, S. Lehman, P. Van Meerbergen, and S. Hillier
Nays: (10): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga
Recuse: (1): J. Helmer

Motion Failed (4 to 10)

Moved by: M. Cassidy
Seconded by: S. Lewis

Item 10 - Golf operating service adjustments identified in the above-noted Table 3 BE APPROVED, noting the anticipated service impacts associated with these actions;

Yeas: (10): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, S. Turner, E. Peloza, and A. Kayabaga

Nays: (4): M. van Holst, S. Lehman, P. Van Meerbergen, and S. Hillier

Recuse: (1): J. Helmer

Motion Passed (10 to 4)

Moved by: J. Morgan

Seconded by: S. Lewis

That the following actions be taken with respect to the staff report dated June 23, 2020, related to an update on COVID-19 Financial Impacts:

- a) the overview of projected financial impacts of COVID-19 on The Corporation of the City of London and the measures taken to date to address these pressures BE RECEIVED for information;
- b) the actions below BE APPROVED to further mitigate the financial pressures caused by COVID-19:
 - i) additional operating service adjustments identified in Table 3 in the staff report dated June 23, 2020, excluding Item 10 – Golf, be approved, noting the anticipated service impacts associated with these actions;
 - iii) deferral of capital projects totaling \$3,539,000, it being noted that there are anticipated service impacts associated with these deferrals;
- c) the Civic Administration BE AUTHORIZED to take the necessary actions to adjust the 2020 capital budgets and associated funding sources referenced in part b)ii), above;
- d) deferral of 2020 additional investments approved during the 2020-2023 Multi-Year Budget totaling \$1,345,000 BE APPROVED; it being noted that there are anticipated service impacts associated with these deferrals;
- e) the measures being taken by the City's Agencies, Boards and Commissions and other funded organizations to mitigate their financial challenges BE RECEIVED for information;
- f) a one-year deferral of the annual loan repayment for RBC Place BE APPROVED;
- g) the extension of the waiver of late payment charges for unpaid water & wastewater billings through July 2020 BE ENDORSED; it being noted that this is consistent with London Hydro's approach for electricity late payment charges;
- h) the Civic Administration BE AUTHORIZED to take the actions necessary to waive the applicable fees associated with permits and encroachments to assist London businesses with reopening items such as temporary restaurant patios, curbside pick-ups, vending stands and other applicable business practices;
- i) the proposed approach for the 2021 Annual Budget Update outlined in the report dated June 23, 2020, BE ENDORSED;

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and a communication dated June 18, 2020 from C. Butler with respect to this matter.

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

Motion Passed (15 to 0)

2.4 2020 Assessment Growth Funding Allocation

Moved by: J. Helmer

Seconded by: Mayor E. Holder

That the following actions be taken with respect the 2020 Assessment Growth Funding Allocation:

a) the report of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, dated June 23, 2020, entitled "2020 Assessment Growth Funding Allocation" BE RECEIVED for information; it being noted that approved assessment growth requests are only being partially funded at this time as a result of the projected financial impacts of COVID-19, and that the remaining 2020 assessment growth funding may be used to offset COVID-19 financial impacts on a one-time basis if Federal or Provincial support is not received; and

b) notwithstanding Council's Assessment Growth Policy, for 2020, the following actions be taken:

i) recognizing that the London Police Services Board has voted to defer three police positions provided for in its original 2020 Assessment Growth Business Case #12 request, the funding for the three positions that is currently allocated to the assessment growth request from the London Police Services Board BE DEFERRED; and,

ii) subject to the approval of part b)i) above, the proposed 2020 funding for the three positions BE REALLOCATED to support the 2020 Assessment Growth Business Case #13 Homeless Prevention - Homeless Prevention Allowances.

Moved by: J. Helmer

Seconded by: Mayor E. Holder

Motion to approve part a):

That the following actions be taken with respect the 2020 Assessment Growth Funding Allocation:

a) the report of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, dated June 23, 2020, entitled "2020 Assessment Growth Funding Allocation" BE RECEIVED for information; it being noted that approved assessment growth requests are only being partially funded at this time as a result of the projected financial impacts of COVID-19, and that the remaining 2020 assessment growth funding may be used to offset COVID-19 financial impacts on a one-time basis if Federal or Provincial support is not received; and

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)

Moved by: J. Helmer

Seconded by: Mayor E. Holder

Motion to approve part b)i):

b) notwithstanding Council's Assessment Growth Policy, for 2020, the following actions be taken:

i) recognizing that the London Police Services Board has voted to defer three police positions provided for in its original 2020 Assessment Growth Business Case #12 request, the funding for the three positions that is currently allocated to the assessment growth request from the London Police Services Board BE DEFERRED; and,

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

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

Moved by: J. Helmer

Seconded by: Mayor E. Holder

Motion to approve part b)ii)

ii) subject to the approval of part b)i) above, the proposed 2020 funding for the three positions BE REALLOCATED to support the 2020 Assessment Growth Business Case #13 Homeless Prevention - Homeless Prevention Allowances.

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)

Moved by: E. Pelozza

Seconded by: S. Lewis

That a 5 minute recess BE APPROVED.

Motion Passed

The Strategic Priorities and Policy Committee recesses at 6:57 PM and reconvenes at 7:10 PM, with Mayor E. Holder in the Chair; it being noted that Councillors van Holst, Salih, Helmer, Cassidy, Hopkins, Turner, Kayabaga and Hillier were in remote attendance.

3. Scheduled Items

3.1 Federal/Provincial Advocacy Efforts Related to COVID-19 - Verbal Update - City Manager

Moved by: M. van Holst

Seconded by: A. Hopkins

That it BE NOTED that the Strategic Priorities and Policy Committee heard a verbal update from the City Manager with respect to Federal/Provincial advocacy efforts, related to COVID-19.

Yeas: (14): 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, E. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): S. Turner

Motion Passed (14 to 0)

4. Items for Direction

None.

5. Deferred Matters/Additional Business

5.1 (ADDED) Community Recovery Plan

Moved by: J. Helmer

Seconded by: Mayor E. Holder

That the Civic Administration BE DIRECTED to develop and report back as soon as possible with a proposed model to bring together community partners in the development of a community recovery plan in response to the COVID-19 crisis, included therein the ability for such a model to capture short term community needs as well as a longer-term strategy for London's economic and social recovery.

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. Confidential (Enclosed for Members only.)

Moved by: M. Cassidy

Seconded by: E. Pelozza

That the Strategic Priorities and Policy Committee convene, In Closed Session, for the purpose of considering a matter pertaining to personal matters, including information regarding an identifiable individual, with respect to employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation.

Motion Passed

The Strategic Priorities and Policy Committee convenes, In Closed Session, from 7:33 PM to 7:52 PM.

At 7:45 PM, Councillor M. Salih leaves the meeting.

7. Adjournment

The meeting adjourns at 7:54 PM.

Audit Committee Report

2nd Meeting of the Audit Committee
June 24, 2020

PRESENT: Deputy Mayor J. Helmer (Chair), M. van Holst, J. Morgan, S. Turner, L. Higgs

ALSO PRESENT: M. Schulthess and S. Spring.

Remote Staff Attendance: L. Livingstone, A. Barbon, B. Card, I. Collins, K. den Bok (KPMG), J. Freeman, S. Oldham, J. Pryce (Deloitte), M. Redden (KPMG), A. Ruffudeen (Deloitte), C. Saunders, K. Scherr, S. Swance, and B. Westlake-Power.

The meeting is called to order at 12:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Cassidy, J. Morgan, S. Turner, and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

None.

3. Scheduled Items

None.

4. Items for Direction

4.1 Internal and External Audit Services - Contract Extensions

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

- a) pursuant to section 13.3 of the Council Procedural By-law the decision of Municipal Council from the meeting held on March 24, 2020 with respect to clause 4.9 of the 1st Report of the Audit Committee, having to do with undertaking a Request for Proposal (RFP) process for the internal audit services, BE RECONSIDERED;
- b) consistent with RFP16-36 and the terms set out in the contract with Deloitte LLP for internal audit services, the internal audit services by Deloitte LPP BE RENEWED for one (1) additional one (1) year term;
- c) approval noted in b) above, hereby BE GIVEN to extend the current contract for a one (1) year period;
- d) the Civic Administration BE DIRECTED to enter into negotiations with KPMG LLP, 1400-140 Fullarton Street, London, Ontario N6A 5P2 for external audit services to extend the existing contract for two (2) more years;
- e) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with contracts to implement c) and d), above; and
- f) the approval hereby given BE CONDITIONAL upon The Corporation of the City of London entering into negotiations for satisfactory prices, terms and conditions with Deloitte LLP and KPMG LLP, to the satisfaction

of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer.

Motion Passed

4.2 Internal Audit Summary Update - Dashboard - Observation Summary

That the following actions be taken with regards to the Internal Audit submission from Deloitte dated June 15, 2020:

- a) the Internal Audit Summary Update, Internal Audit Dashboard Report, the General Internal Audit Consideration in Response to COVID-19 and the Audit Observation Status Summary of High and Medium Priority Observations, BE RECEIVED; and
- b) the Civic Administration BE DIRECTED to work with Deloitte and report back at a future meeting of the Audit Committee regarding a revised Audit Plan.

Motion Passed

5. Deferred Matters/Additional Business

None.

6. Adjournment

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 12:46 PM.

Bill No. 203
2020

By-law No. A.-_____ - ____

A by-law to confirm the proceedings of the
Council Meeting held on the 29th 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 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

Bill No. 204
2020

By-law No.

A by-law to delegate authority to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or designate, to apply through the City's Building Division for any necessary permits with respect to Council approved Capital Works Projects.

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

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

AND WHEREAS section 23.1 of the *Municipal Act, 2001* provides that a municipality may delegate its powers and duties to a person or body subject to the restrictions set out in that section of the *Municipal Act, 2001*;

AND WHEREAS The Corporation of the City of London (the "City") has by by-law adopted a Delegation of Powers and Duties Policy;

AND WHEREAS it is deemed expedient for the City to delegate authority to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or designate, to apply through the City's Building Division for any necessary permits with respect to Council approved Capital Works Projects;

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

1. The authority to apply through the City's Building Division for any necessary permits with respect to Council approved Capital Works Projects is hereby delegated to the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, or designate;
2. Scope of Power:
 - i) The municipality may revoke any delegation under this by-law at any time without notice;
 - ii) Nothing in this delegation shall limit the municipality's right to revoke the delegation beyond the term of the council that made the delegation;
 - iii) Both the City and the delegate can exercise the powers delegated under this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – June 29, 2020
Second reading – June 29, 2020
Third reading – June 29, 2020

Bill No. 205
2020

By-law No. CPOL.-381(____)-____

A by-law to amend By-law No. CPOL.-381-506, as it relates to a “General Policy for Advisory Committees” to provide for electronic meeting participation.

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

AND WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, C.25, as amended, provides a municipality with the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

AND WHEREAS the Municipal Council of The Corporation of the City of London wishes to amend By-law No. CPOL.-381-506, as it relates to a “General Policy for Advisory Committees”, to provide clarification with respect to the implementation of the Policy.

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

1. By-law No. CPOL.-381-506, as it relates to a “General Policy for Advisory Committees” is hereby amended by adding the following to part 4.14 “Schedule and Location of Meetings”:

“Advisory Committees Members may, with the approval of the City Clerk or written designate, participate electronically in a meeting if the convening of the Advisory Committee is legislatively required and it is impractical or impossible to attend the meeting in person. Any method of electronic participation must be approved by the City Clerk and is subject to available resources. Electronic participation is considered attendance for the purposes of section 4.16.”

2. This by-law shall come into force and effect on the date it is passed.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

Bill No. 206
2020

By-law No. C.P.-1284(____)-_____

A by-law to amend the Official Plan for the City of London, 1989 relating to 584 and 588 Wonderland Road North.

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

1. Amendment No. _____ to the Official Plan for the City of London Planning Area – 1989, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. The Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

AMENDMENT NO. _____
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy in Section 10.1.3 of the Official Plan for the City of London to permit office, medical/dental office and pharmacy uses in conjunction with a dwelling unit within the Low Density Residential designation.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 584 and 588 Wonderland Road North in the City of London.

C. BASIS OF THE AMENDMENT

The site specific amendment allows for a mixed-use building with office, medical/dental office and pharmacy uses, along with a dwelling unit, while retaining the underlying Low Density Residential designation. The change in land use is appropriate for the site and compatible with the surrounding neighbourhood.

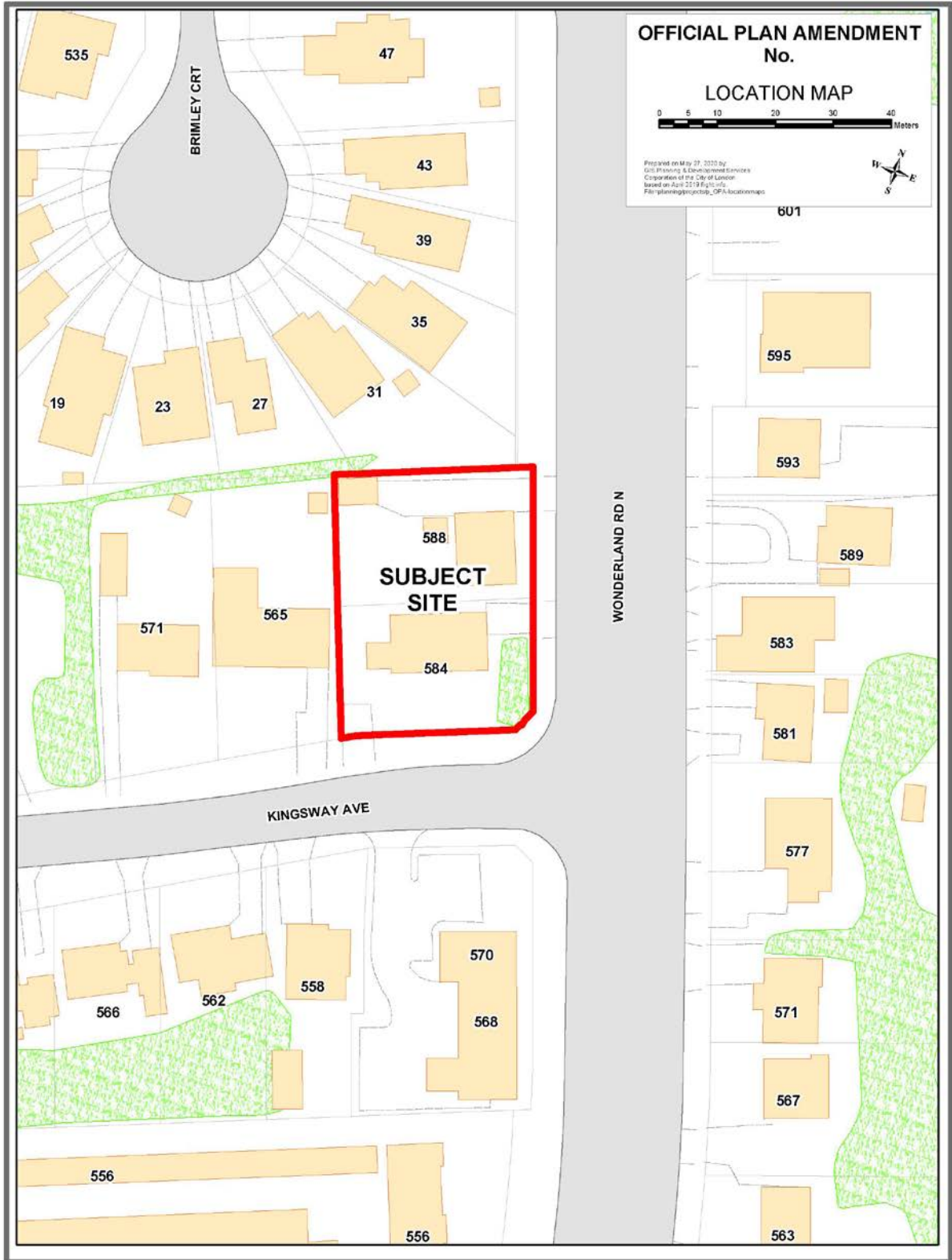
D. THE AMENDMENT

The Official Plan for the City of London is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London is amended by adding the following:

584 and 588 Wonderland Road North

A mixed-use building is permitted with a maximum of 390m² non-residential gross floor area, along with one dwelling unit.



Bill No. 207
2020

By-law No. C.P.-1284(____)-_____

A by-law to amend the Official Plan for
the City of London, 1989 relating to 754-
760 Base Line Road East.

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

1. Amendment No. ____ to the Official Plan for the City of London Planning
Area – 1989, as contained in the text attached hereto and forming part of this by-law, is
adopted.

2. The Amendment shall come into effect in accordance with subsection
17(27) of the *Planning Act, R.S.O. 1990, c. P.13*.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

AMENDMENT NO.
to the
OFFICIAL PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this amendment is to add a Specific Area policy in Section 10.1.3 of the Official Plan for the City of London Planning Area – 1989 to permit an apartment building and adopt height and density bonusing policies, subject to the provision of design elements that mitigate the impacts of the additional height and density in return for the provision of facilities, services or matters that provide significant public benefit, including, but not limited to affordable housing and enhanced landscaped open space.

B. LOCATION OF THIS AMENDMENT

This amendment applies to lands located at 754-760 Base Line Road East in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement, 2020 and the in-force policies of the 1989 Official Plan and The London Plan. The recommendation provides the opportunity for residential intensification in the form of a low-rise apartment building, located within proximity to transit and a major institution. The recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. The recommended amendment would assist in providing a range of housing options and a mix of land uses to accommodate a diverse population of various ages and abilities.

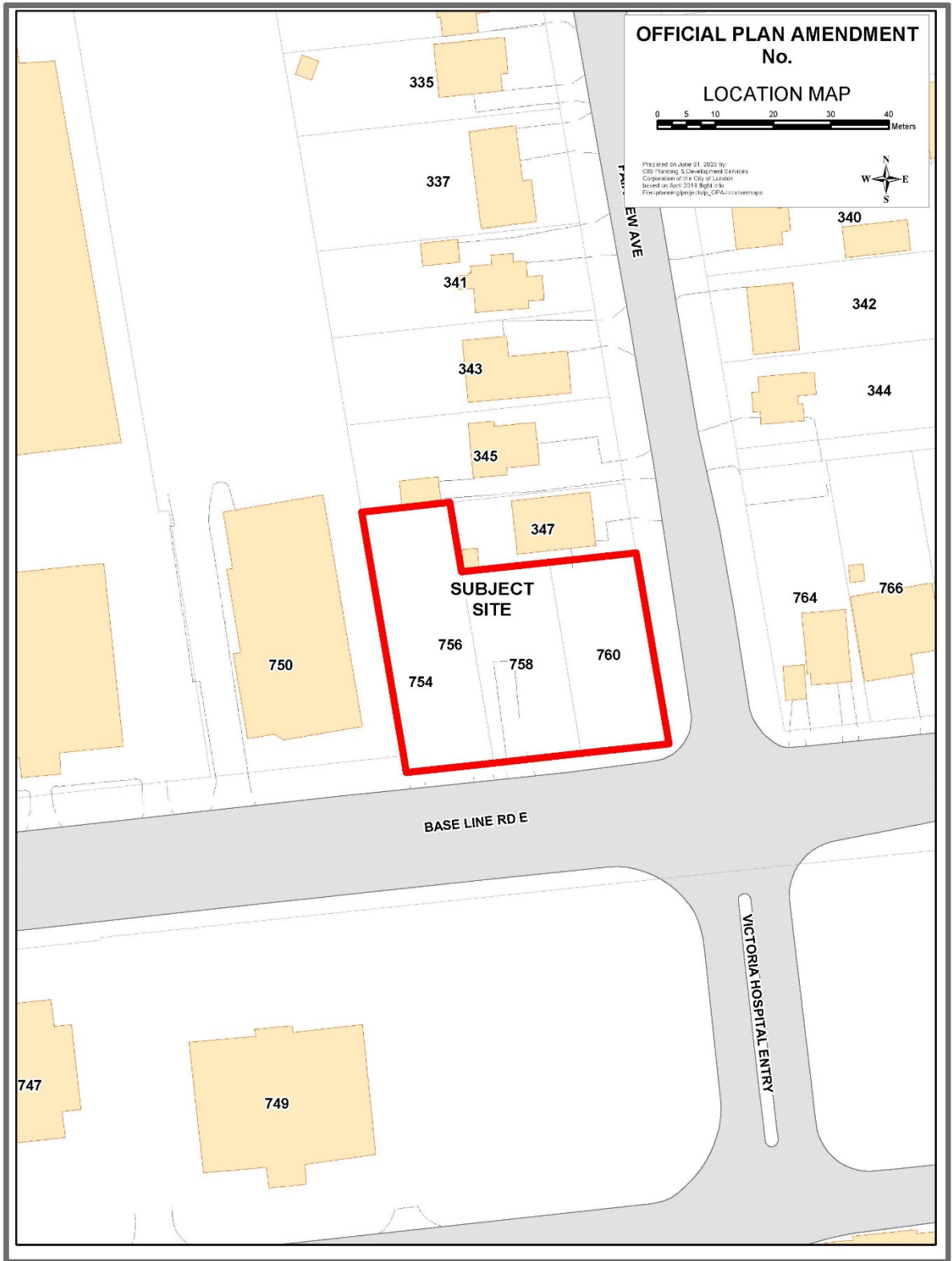
D. THE AMENDMENT

The Official Plan for the City of London Planning Area - 1989 is hereby amended as follows:

1. Section 10.1.3 – Policies for Specific Areas of the Official Plan for the City of London – 1989 is amended by adding the following:

754-760 Base Line Road East

At 754-760 Base Line Road East, in addition to the permitted uses of the Office Area designation, residential development may be permitted in the form of a low rise apartment building up to a maximum height of 4-storeys and a maximum density of 75 units per hectare. Density bonusing may be permitted above 75 units per hectare up to a maximum of 165 units per hectare. Bonusing may be permitted provided the magnitude of the height and/or density of the bonus is commensurate with the provision of facilities, services or matters that provide significant public benefit. Bonusing may only be permitted where the site and building design mitigates the impacts of the additional height and/or density. The additional facilities, services or matters that are provided may include, but are not limited to, affordable housing and enhanced landscaped open space.



Bill No. 204
2020

By-law No. C.P.-1467(____)-____

A by-law to amend C.P.-1467-175, as amended, being "A By-law to establish financial incentives for the Downtown Community Improvement Project Areas".

WHEREAS by Subsection 28(2) of the Planning Act, the Council of a municipal corporation may, by by-law, designate such an area as a community improvement project area;

AND WHEREAS by Subsection 28(4) of the Planning Act, the Council of a municipal corporation may adopt a community improvement plan for the community improvement project area;

AND WHEREAS Municipal Council adopted By-law C.P. 1356-234 to designate the Downtown Community Improvement Project Areas;

AND WHEREAS Municipal Council adopted By-law C.P. 1357-249 to adopt the Downtown Community Improvement Plan;

AND WHEREAS Municipal Council adopted By-law C.P. 1467-175 to establish financial incentives for the Downtown Community Improvement Project Areas;

AND WHEREAS the Official Plan for the City of London contains provisions relating to community improvement within the City of London;

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

1. The Boulevard Café Grant Program Guidelines attached hereto as Schedule 3 is hereby adopted.
2. This by-law shall come into force on the date it is passed.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

Schedule 3

Downtown Community Improvement Plan – Boulevard Café Grant Program

Effective June 30, 2020

This program guideline package provides details on the new Boulevard Café Grant Program provided by the City of London (“City”) through the Downtown Community Improvement Plan (CIP).

Table of Contents

How to Read this Document

Map 1 – Downtown Community Improvement Project Areas

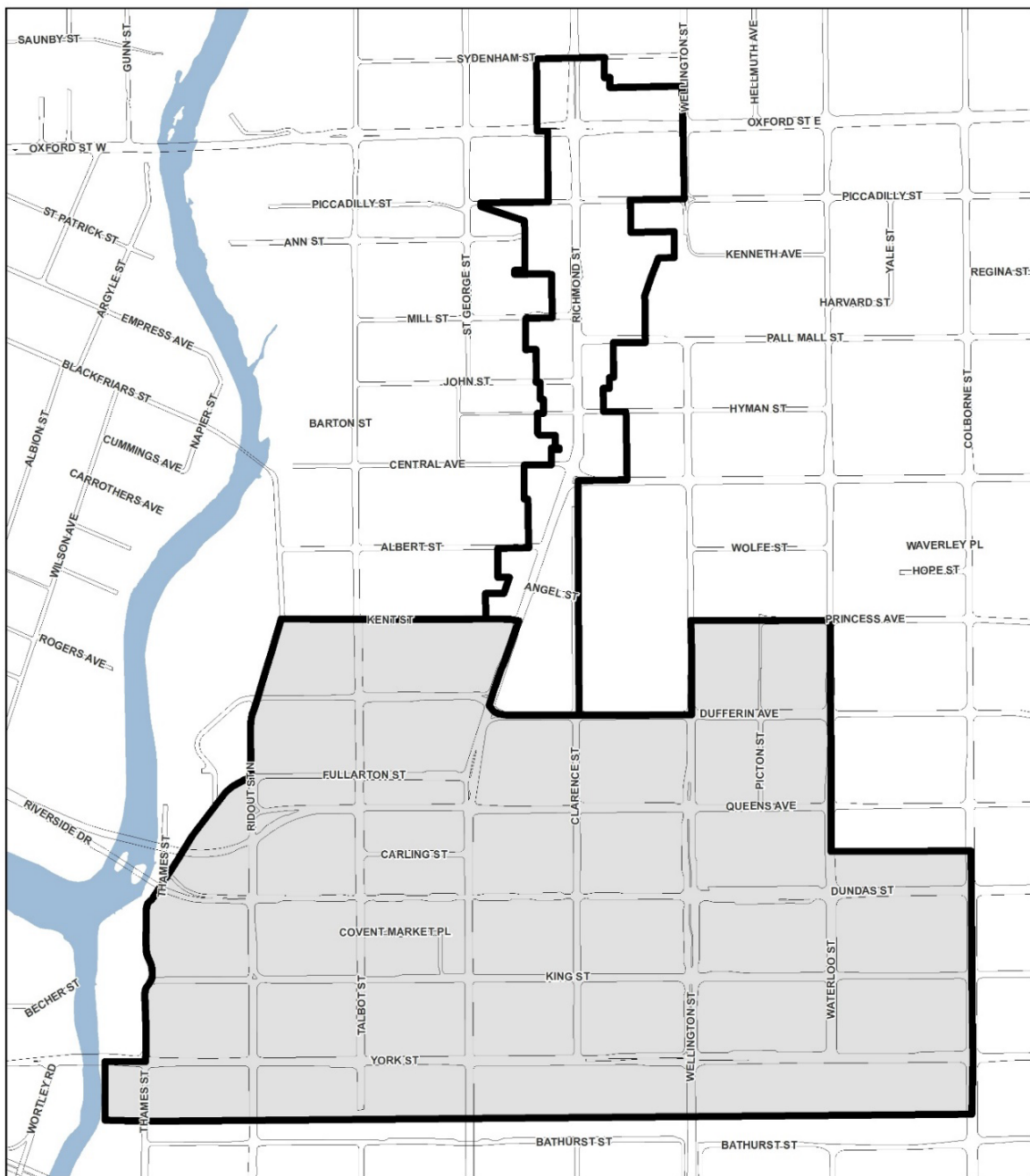
1. Definitions
2. Purpose
3. Funding
4. Eligible Fees
5. Eligibility Criteria
6. General Grant Terms
7. Grant Amount
8. Grant Distribution
9. Grant Security
10. Grant Agreement
11. Grant Repayment Provisions
12. Transferable Grant
13. Application Process
14. Grant Approval
15. Additional Rehabilitation and Demolition
16. Inspection of Completed Works
17. Incentive Application Refusal and Appeal
18. Relationship to other Financial Incentive Programs
19. Monitoring & Discontinuation
20. Program Monitoring Data
21. Activity Monitoring Reports



How to Read this Document

This document helps to identify what the responsibility of each stakeholder is in the Boulevard Café Grant Program. The initials **PO** indicate the property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner) is responsible for completing that task or action. Schedule 1 and 2 (not attached) contains additional details on other Downtown CIP financial incentives.

PO – The Boulevard Café Grant Program is available to business owners who are eligible to install boulevard cafés and patios in the Downtown Community Improvement Project Areas including Richmond Row (Map 1).

Map 1 – Downtown Community Improvement Project Areas



-  Original Community Improvement Project Area
-  Expanded Richmond Row Community Improvement Project Area



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1. Definitions

Applicant – The person who applies for a new or already has an existing valid Boulevard Café Permit Application or a Temporary Sound Permit for Amplified Sound on an Outdoor Patio Application, and as a result, will simultaneously apply for the Boulevard Café Grant Program.

Boulevard café – used interchangeable with sidewalk patio or boulevard patio, means an area set aside out of doors, covered or uncovered, for the use of patrons as a licensed restaurant in connection with, and in addition to, the operation of an adjacent restaurant and is located on the City right-of-way.

Complete Application – Includes a completed application form for the Boulevard Café Permit Application and a Temporary Sound Permit for Amplified Sound on an Outdoor Patio Application (if needed), and includes the following information:

- Name and address of the business owner;
- Confirmation that the address is within the Downtown Community Improvement Project Areas;
- A statement of fees from Realty Services indicating the total fees that apply to a new or existing boulevard café or patio;
- A statement of fees from Licencing and Municipal Law Enforcement indicating the total fees that apply to a temporary sound permit for the subject boulevard café;
- Acknowledgement of the receipt of patio fees grant funding and authorization to the City of London to transfer the amount of the grant to the applicable City accounts
- Any or other information that may be deemed necessary by the City Planner or City Treasurer (or designates).

PO – The property owner, tenant, business owner (or agent acting on behalf of the property owner, tenant, or business owner).

Sidewalk patio – See Boulevard café.

2. Purpose

In support of the Core Area Action Plan, the Boulevard Café Grant Program is intended to reduce the financial burden on business owners who operate sidewalk patios. This grant program eliminates the administrative and licence fees related to the operation of a patio on the public right-of-way and eliminates the application and permit fees for a temporary sound permit if amplified music on an outdoor patio is requested.

Sidewalk patios can activate the street and create a more vibrant urban environment. By providing opportunities for outdoor dining, the City, and businesses within it, can encourage the use and enjoyment of the downtown public realm.

3. Funding

- Total funding available through the Core Area Action Plan budget for patio and signage fees is \$30,000 per year for the 2020-2023 Multi-Year Budget;
- Funding under this program will cease on December 31, 2021, unless extended by the City of London or the Boulevard Café Grant Program is superseded by a similar program under the Core Area Community Improvement Plan;
- Should there not be adequate funding to meet demand for the grant program, the program funding may be topped up through the Downtown Small Scale Project budget or another source of financing as determined by the Director, Planning and City Planner (or designates). In the event that these additional sources of funding do not meet the demand of the grant program, grants will only be issued while funding is available in the order that they are received.

4. Eligible Fees

Eligible fees that will be granted through the Boulevard Café Grant Program include:

- The administrative fee for new or renewed applications and the annual licence fee related to a Boulevard Café Permit licence agreement.
- The application and permit fees for a Temporary Sound Permit for Amplified Sound on an Outdoor Patio when associated with a boulevard café.

The following fees and work are not eligible to be granted through this program:

- Any fees related to obtaining a City of London Business Licence;
- AGCO Liquor Licence applications and fees;
- Any materials required for the application, licence, or Temporary Sound Permit. For example, costs related to completing a patio drawing showing location, size, and materials;
- Cost of construction and materials;
- Temporary Sound Permits for outdoor patios on private property and not considered boulevard cafés.

5. Eligibility Criteria

To be eligible for the Boulevard Café Grant Program, the business owner must apply for a Boulevard Café Permit Application or have a valid Boulevard Café Permit with licence agreement and be located within the Downtown Community Improvement Project Areas (including Richmond Row) as outlined in Map 1.

If needed, the business owner can also apply for a Temporary Sound Permit for Amplified Sound on an Outdoor Patio and have those fees granted.

6. General Grant Terms

While funding exists, applicants can apply as needed to this program.

The City is not responsible for any costs incurred by an applicant in relation to the grant program, including without limitation, costs incurred in application of a grant.

If the applicant is in default of any of the general or program specific requirements, or any other requirements of the City of London, the approved grant may be delayed, reduced or canceled, and the applicant may be required to repay part or all of the approved grant.

All proposed works approved under the incentive programs shall conform to provincial laws and City guidelines, by-laws, policies, procedures and standards.

All works completed must comply with the description of the works as provided in the Boulevard Café Permit Application form with any amendments as approved by the City of London through the Sidewalk Patios Standards and Application Process.

If applied for and approved, all works completed must comply with the temporary noise permit and its required documentation.

The granting of fees does not imply that processes for permits are invalid or unnecessary.

The Boulevard Café Grant Program replaces the amount of patio fees an applicant would be required to pay in the absence of the grant program. Under no circumstances shall an applicant have their patio fees payable waived by this program and also receive grant funding related to patio fees disbursed by the City of London to the applicant.

7. Grant Amount

For a new Boulevard Café Permit Application, the grant amount will be calculated by Realty Services when processing the application and/or processing the annual fee of an executed licence agreement.

For a new Temporary Sound Permit for Amplified Sound on an Outdoor Patio Application, the grant amount will be calculated by Licencing and Municipal Law Enforcement when processing the application.

The grant amount will equal the administrative and licence fees for all eligible Boulevard Café Permits, as well as the application and permit fees for all eligible Temporary Sound Permit for Amplified Sound on an Outdoor Patio applications in the Downtown Community Improvement Project Areas.

8. Grant Distribution

The applicant will receive no funding from the City of London.

The applicant will not be charged any fees for a new Boulevard Café Permit Application or the annual fee of an executed licence agreement.

The applicant will not be charged any fees for a Temporary Sound Permit for Amplified Sound on an Outdoor Patio.

For patio fees related to the Boulevard Café Permit, the value of the calculated grant will be transferred directly to the Realty Operations account. This direct transfer is instead of staff collecting the administrative fees and licence fees related to a Boulevard Café Permit and then providing the applicant with a 100% grant to rebate the monies collected.

For the patio fees related to a Temporary Sound Permit for Amplified Sound on an Outdoor Patio, the value of the calculated grant will be transferred directly to a general Licencing account. This direct transfer is instead of staff collecting the application and permit fees related to a Temporary Sound Permit for Amplified Sound on an Outdoor Patio and then providing the applicant with a 100% grant to rebate the monies collected.

Grant recipients will be required to provide written authorization for the City to deposit the amount of the grant into the appropriate City account.

9. Grant Security

The grant is payable upon the completion of a new Boulevard Café Permit Application or the annual invoice of an executed licence agreement as outlined in Sections 7 and 8.

If applied for and approved, the grant is also payable upon completion of a Temporary Sound Permit for Amplified Sound on an Outdoor Patio as outlined in Sections 7 and 8.

10. Grant Agreement

Participating business owners are required to enter into a Grant Agreement with the City.

11. Grant Repayment Provisions

Not applicable.

12. Transferable Grant

Not applicable.

13. Application Process

- 1) For a new boulevard café or sidewalk patio, the applicant is required to complete a Boulevard Café Permit Application form. The application must be submitted to Realty Services for review. This review will follow the already developed Sidewalk Patio Standards and Application Process. Realty Services staff will determine the applicable administrative and licence fees to be granted.
- 2) If the applicant also requires a Temporary Sound Permit for Amplified Sound on an Outdoor Patio on the City boulevard, the applicant is required to complete the Amplified Sound Permit application form. The application must be submitted to

Licencing and Municipal Law Enforcement for review. This review will follow the already developed review process for temporary sound permits. Licencing and Municipal Law Enforcement staff will determine the applicable fees to be granted.

To be eligible for the Boulevard Café Grant Program, the applicant will be required to submit a complete application as defined in Section 1. Complete application information will be collected at the time of applying for 13 1) and/or 13 2) above.

An Agreement is executed between the City and the business owner outlining the terms and conditions of the approved grant. This Agreement is executed at the time of applying for 13 1) and/or 13 2).

For an existing patio licence agreement, the applicant's licence fee will not be invoiced to the applicant. Instead, an internal transfer of funding will occur as per Section 8.

Realty Services will compile a list of and acknowledge that all existing patio licence agreements were not invoiced.

14. Grant Approval

As a condition of approval, new applicants shall be required to enter into a Grant Agreement with the City.

15. Additional Rehabilitation and Demolition

Additional work to the interior of the building can be undertaken without City Planning approval subject to obtaining a building and/or heritage alteration permit, when required. The grant does not impose any specific restrictions on demolition.

16. Inspection of Completed Works

Not applicable.

17. Incentive Application Refusal and Appeal

If the Boulevard Café Permit Application is refused, the administrative fee will not be collected retroactively by the City of London.

If the Temporary Sound Permit for Amplified Sound on an Outdoor Patio Application is refused, the application fee will not be collected retroactively by the City of London.

Administration/application fees will not be collected. No internal transfer of funds will occur.

18. Relationship to other Financial Incentive Programs

Property owners may also qualify for financial assistance under the City of London's other financial incentives programs. Applicants are advised to check with City Planning.

PO – Applicants are advised to check with Downtown London about its proprietary programs which complement the City's financial incentive programs.

19. Monitoring & Discontinuation

As part of the program administration, City Planning, Realty Services, and Licencing and Municipal Law Enforcement will monitor the Boulevard Café Grant Program. In receiving and processing applications staff will enter relevant information into a Monitoring Database. This information will be included in any Incentive Monitoring Reports which will be prepared to determine if programs should continue, be modified, or cease. This program is monitored to ensure it implements the goals and objectives of the 1989 Official Plan, The London Plan, and the Downtown Community Improvement Plan.

The City may discontinue the Boulevard Café Grant Program at any time.

The program's success in implementing the Downtown Community Improvement Plan's goals will be based on the ongoing monitoring as noted in the Program Monitoring Data section.

20. Program Monitoring Data

The following information will be collected and serve as data to monitor the Boulevard Café Grant Program. These measures are to be flexible allowing for the addition of new measures that better indicate if the goals and objectives of the CIP have been met:

- Number of Boulevard Café Permit Applications (approved and denied);
- Number of Temporary Sound Permit Applications for Amplified Patio Sound for Boulevard Cafés (approved and denied);
- Total grant amount.

21. Activity Monitoring Reports

Annual Activity Reports will measure the following variables and be used to help complete the biennial State of the Downtown Report:

- Number of Boulevard Café Permit Applications processed;
- Number of Temporary Sound Permit Applications for Amplified Patio Sound for Boulevard Cafés approved and denied);
- Total grant amount.

Bill No. 209
2020

By-law No. C.P.-1512(__)-_____

A by-law to amend The London Plan for the
City of London, 2016 relating to 584 and 588
Wonderland Road North.

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

1. Amendment No. _____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

AMENDMENT NO. ____
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is to add a policy to the Specific Policies for the Neighbourhoods Place Type and add the subject lands to Map 7 – Specific Policy Areas – of the City of London to permit a maximum gross floor area of 390m² for non-residential uses at 584 and 588 Wonderland Road North within the Neighbourhoods Place Type.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 584 and 588 Wonderland Road North in the City of London.

C. BASIS OF THE AMENDMENT

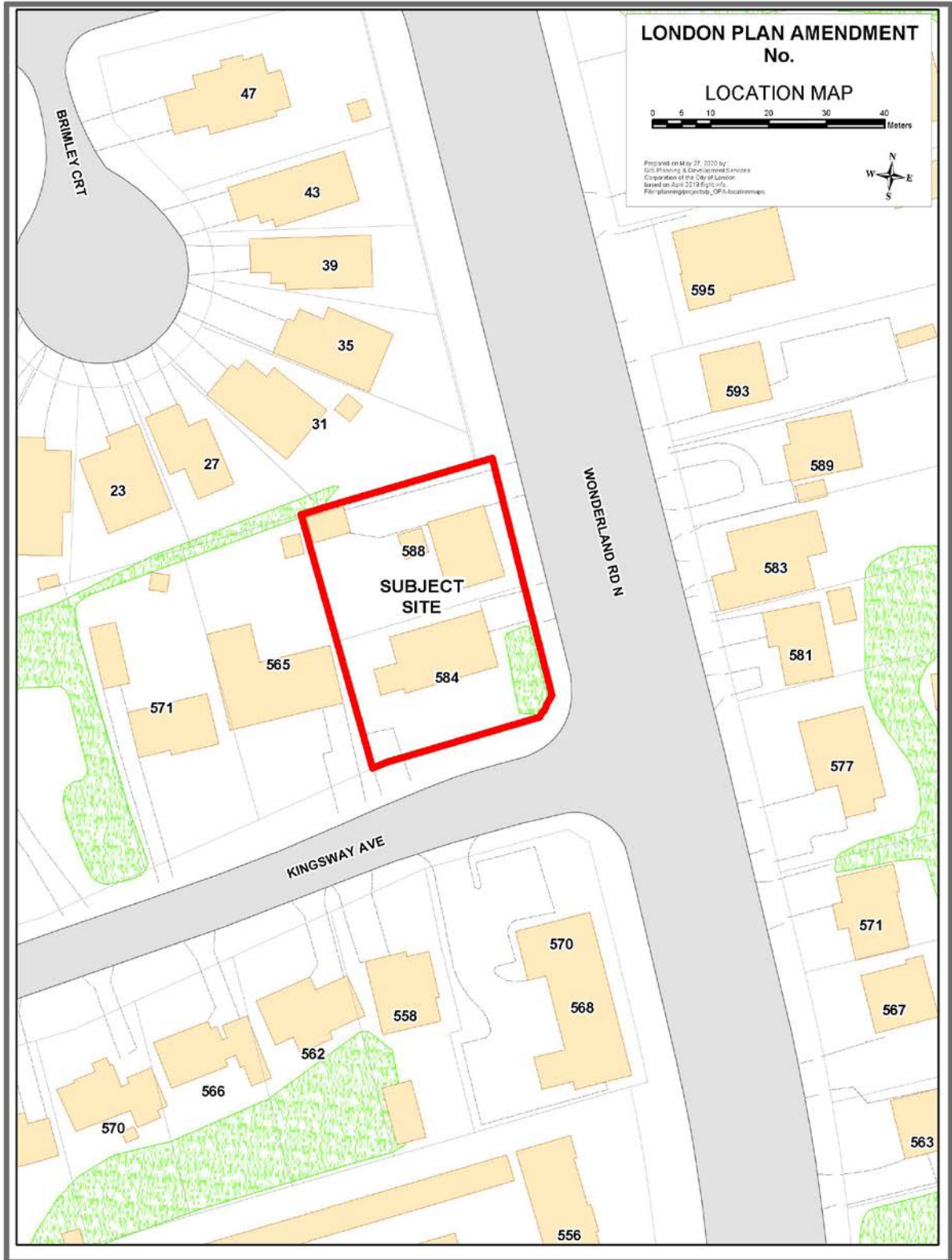
The site specific amendment would allow for the mixed use building with office, medical/dental office and pharmacy uses, along with one dwelling unit, with a greater non-residential floor area. The increased floor area and intensity for the site fits within the character of the existing area and is an appropriate site for the uses.

D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Specific Policies for the Neighbourhoods Place Type of The London Plan for the City of London is amended by adding the following:

() In the Neighbourhoods Place Type at 584 and 588 Wonderland Road North, a mixed use building is permitted with a maximum of 390m² non-residential gross floor area, along with one dwelling unit.
2. Map 7 – Specific Policy Areas, to The London Plan for the City of London Planning Area is amended by adding a Specific Policy Area for the lands located at 584 and 588 Wonderland Road North in the City of London, as indicated on “Schedule 1” attached hereto.



Bill No. 210
2020

By-law No. C.P.-1512(____)-_____

A by-law to amend The London Plan for the
City of London, 2016 relating to 754-760 Base
Line Road East.

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

1. Amendment No. ____ to The London Plan for the City of London Planning Area – 2016, as contained in the text attached hereto and forming part of this by-law, is adopted.
2. This Amendment shall come into effect in accordance with subsection 17(27) of the *Planning Act, R.S.O. 1990, c.P.13*.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

AMENDMENT NO. ____
to the
THE LONDON PLAN FOR THE CITY OF LONDON

A. PURPOSE OF THIS AMENDMENT

The purpose of this Amendment is:

To amend a policy in Section 1101_ of The London Plan for the City of London to permit residential uses, including low-rise apartments, which are not accessory to an institutional use.

B. LOCATION OF THIS AMENDMENT

This Amendment applies to lands located at 754-760 Base Line Road East in the City of London.

C. BASIS OF THE AMENDMENT

The recommended amendment is consistent with the Provincial Policy Statement, 2020 and the in-force policies of the 1989 Official Plan and The London Plan. The recommendation provides the opportunity for residential intensification in the form of a low-rise apartment building, located within proximity of transit and a major institution. The recommended amendment would permit development at an intensity that is appropriate for the site and the surrounding neighbourhood. The recommended amendment would assist in providing a range of housing options and a mix of land uses to accommodate a diverse population of various ages and abilities.

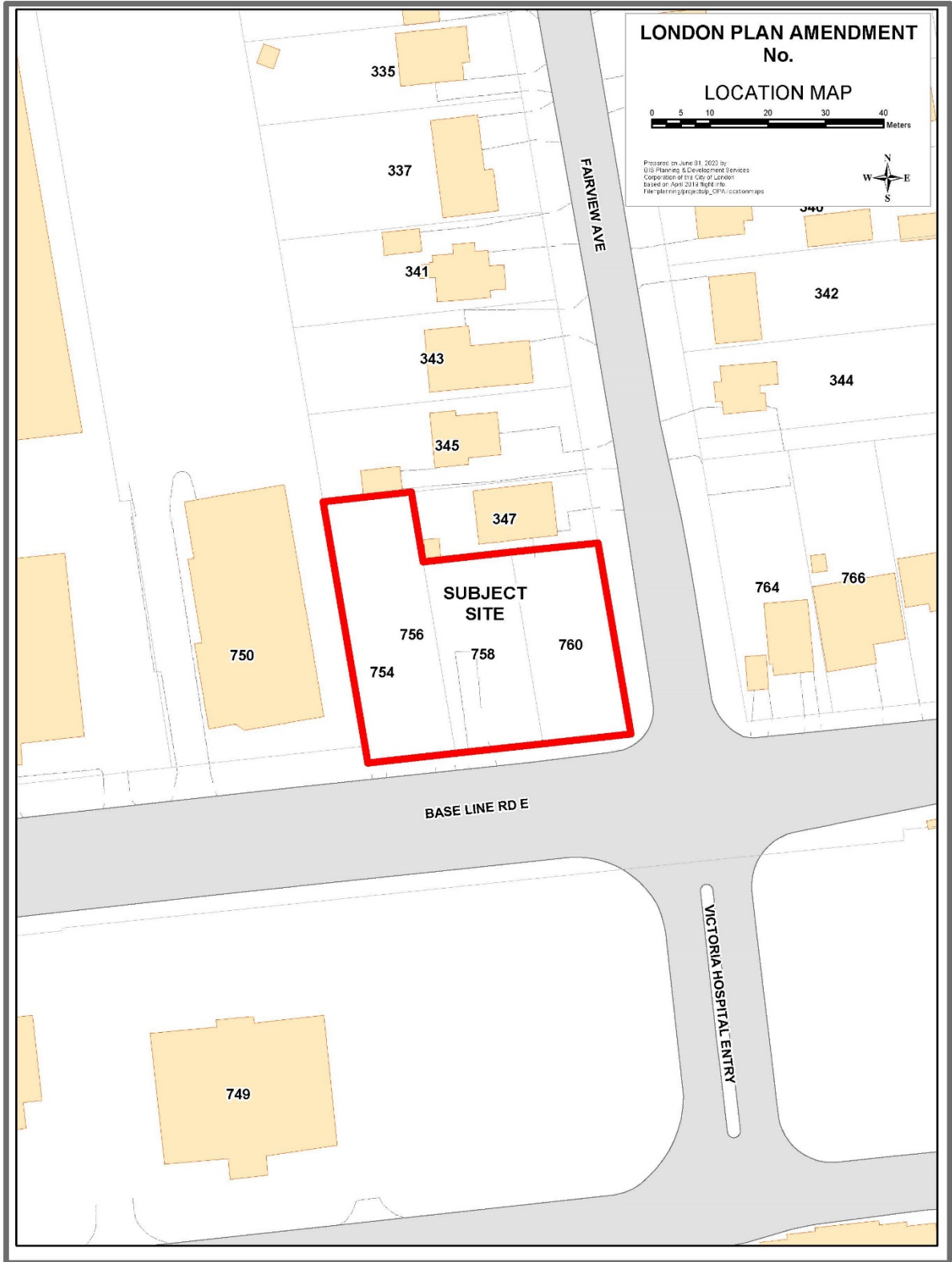
D. THE AMENDMENT

The London Plan for the City of London is hereby amended as follows:

1. Policy 1101_ – Baseline Office Area is amended by adding the following paragraph below the existing policy:

1101_() 754-760 Base Line Road East

At 754-760 Base Line Road East, in addition to the permitted uses of the Institutional Place Type and the Baseline Office Area Specific Policy Area, residential uses that are not accessory to an institutional use may be permitted in the form of a low rise apartment building up to a maximum height of 4-storeys and a maximum density of 75 units per hectare. Density bonusing may be permitted above 75 units per hectare up to a maximum of 165 units per hectare. Bonusing may be permitted provided the magnitude of the height and/or density bonus is commensurate with the provision of facilities, services or matters that provide significant public benefit. Bonusing may only be permitted where the site and building design mitigates the impacts of the additional height and/or density. The additional facilities, services or matters that are provided may include, but are not limited to, affordable housing and enhanced landscaped open space.



Bill No. 211
2020

By-law No. S.-_____-____-

A by-law to repeal By-law No. S.-3504-365 entitled "A by-law to permit Anna Zivkovic to maintain and use an encroachment upon the road allowance for Grey Street; City of London".

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

1. By-law No. S.-3504-365 passed on the 25th day of November, 1991, entitled "A by-law to permit Anna Zivkovic to maintain and use an encroachment upon the road allowance for Grey Street; City of London" and registered in the Land Registry Office No. 33 for the City of London on the 5th day of December, 1991, as Instrument Number 901575, is hereby repealed.
2. The encroachment agreement dated the 3rd day of October, 1991, between The Corporation of the City of London and Anna Zivkovic with respect to the covered entrance which partially encroaches upon the road allowance for Grey Street by approximately 152 square feet, is terminated.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

Bill No. 212
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 provision from the zoning for a portion of the lands located at 184 Exeter Road as show 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-100 holding provision so that the zoning of the lands as Residential R5 Special Provision/R6 Special Provision/Residential R7 Special Provision (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.

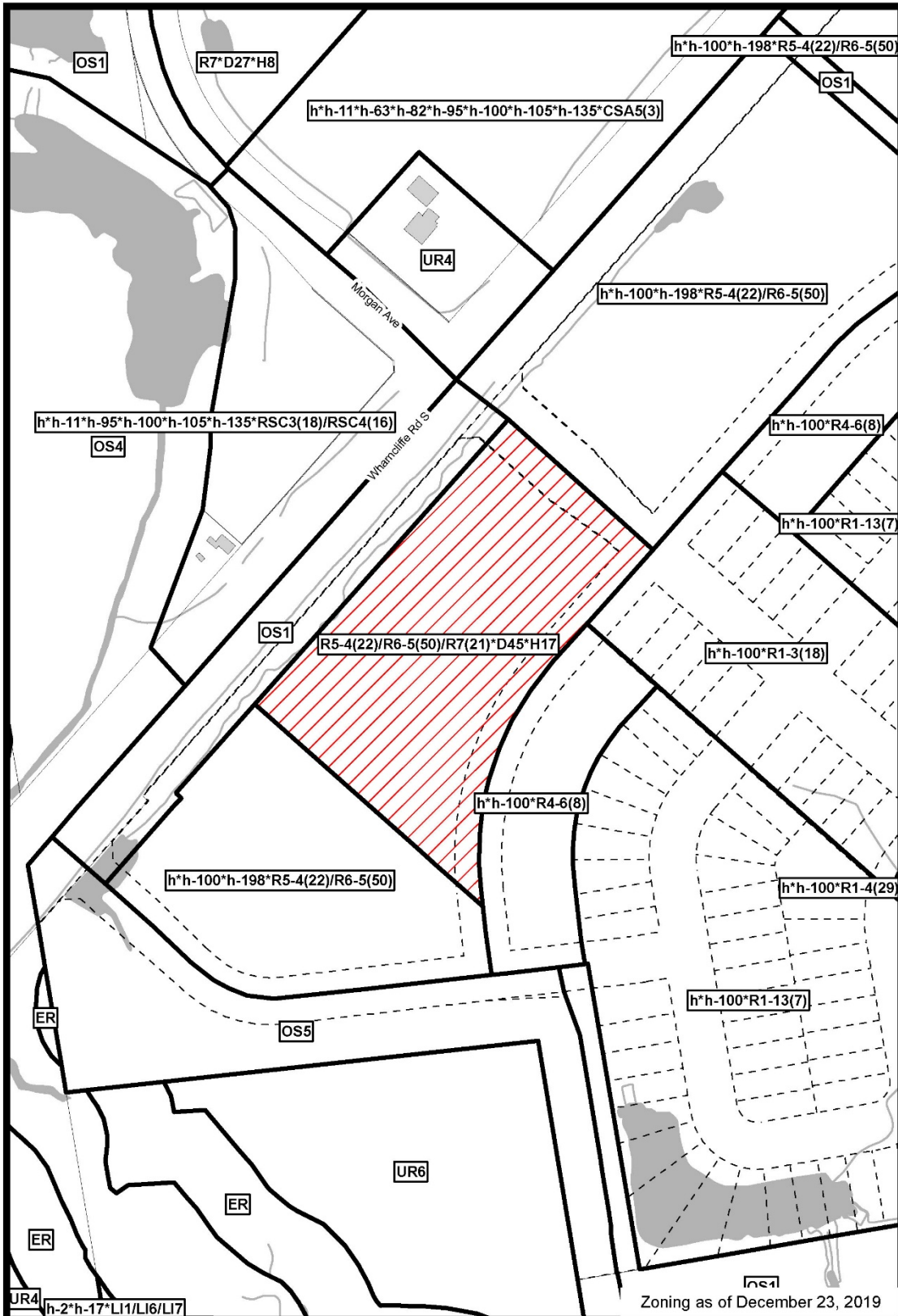
PASSED in Open Council on June 29, 2020.


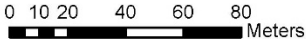

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

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



<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>
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Geodatabase

Bill No. 213
2020

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

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1919 and 1929 Oxford Street West.

WHEREAS Oxford Westdel Centre Inc. has applied to rezone an area of land located at 1919 and 1929 Oxford Street West, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 1919 and 1929 Oxford Street West, as shown on the attached map comprising part of Key Map No. A105, from a Residential R1 (R1-14) Zone and a holding Convenience Commercial (h-17*CC3) Zone to a holding Residential R1 (h-94*R1-14) Zone and a holding Community Shopping Area Special Provision (h-17*CSA1()) Zone.

2. Section Number 22.4 of the Community Shopping Area (CSA1) Zone is amended by adding the following Special Provision:

CSA1() 1919 Oxford Street West & 1929 Oxford Street West

a) Regulations

- i) Front yard depth 0.6m (1.9ft)
(Minimum)
- ii) Notwithstanding the provisions of Section 4.35.1) of the By-law Z.-1 to the contrary, the minimum separation distance, measured from the edge of the drive-through lane or speaker location, whichever is closer, to the closest residential/facility/institutional use, lot line and/or zone line shall be 10.5m (34.4ft) with a 3.2 metre (10.5ft) high noise attenuation barrier installed between the residential/facility/institutional use and the drive-through lane. A minimum 1.6 metre (5.2ft) wide landscaped strip is required along the west interior side yard consisting of new and/or existing vegetation.
- iii) Uses may be in stand-alone buildings that do not form part of a shopping centre.

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

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



File Number: Z-9115
 Planner: SW
 Date Prepared: 2020/02/24
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,500

0 5 10 20 30 40
 Meters



Geodatabase

b

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 584 and 588 Wonderland Road North.

WHEREAS Wasan Holdings Ltd has applied to rezone an area of land located at 584 and 588 Wonderland Road North, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 584 and 588 Wonderland Road North, as shown on the attached map comprising part of Key Map No. 64 from a Residential R1 (R1-9) Zone to a Restricted Office Special Provision (RO1()) Zone.

2. Section Number 18.4 of the Restricted Office Zone is amended by adding the following Special Provision:

RO1()	584 and 588 Wonderland Road North	
a)	Permitted Use	
i)	One dwelling unit together with office, medical/dental office and/or pharmacy uses.	
b)	Regulations	
i)	Number of parking spaces for all permitted uses (Minimum)	18
ii)	Exterior Side Yard Depth (Minimum)	0m (0ft)
iii)	Parking Area Setback from required road allowance (Minimum)	1.4m (4.5ft)
iv)	Gross floor area for all non-residential uses (Maximum)	390m ² (4,197 sq ft)
v)	Rear Yard Depth and Interior Side Yard Depth for Accessory structure (Minimum)	0.5m (1.6ft)

The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

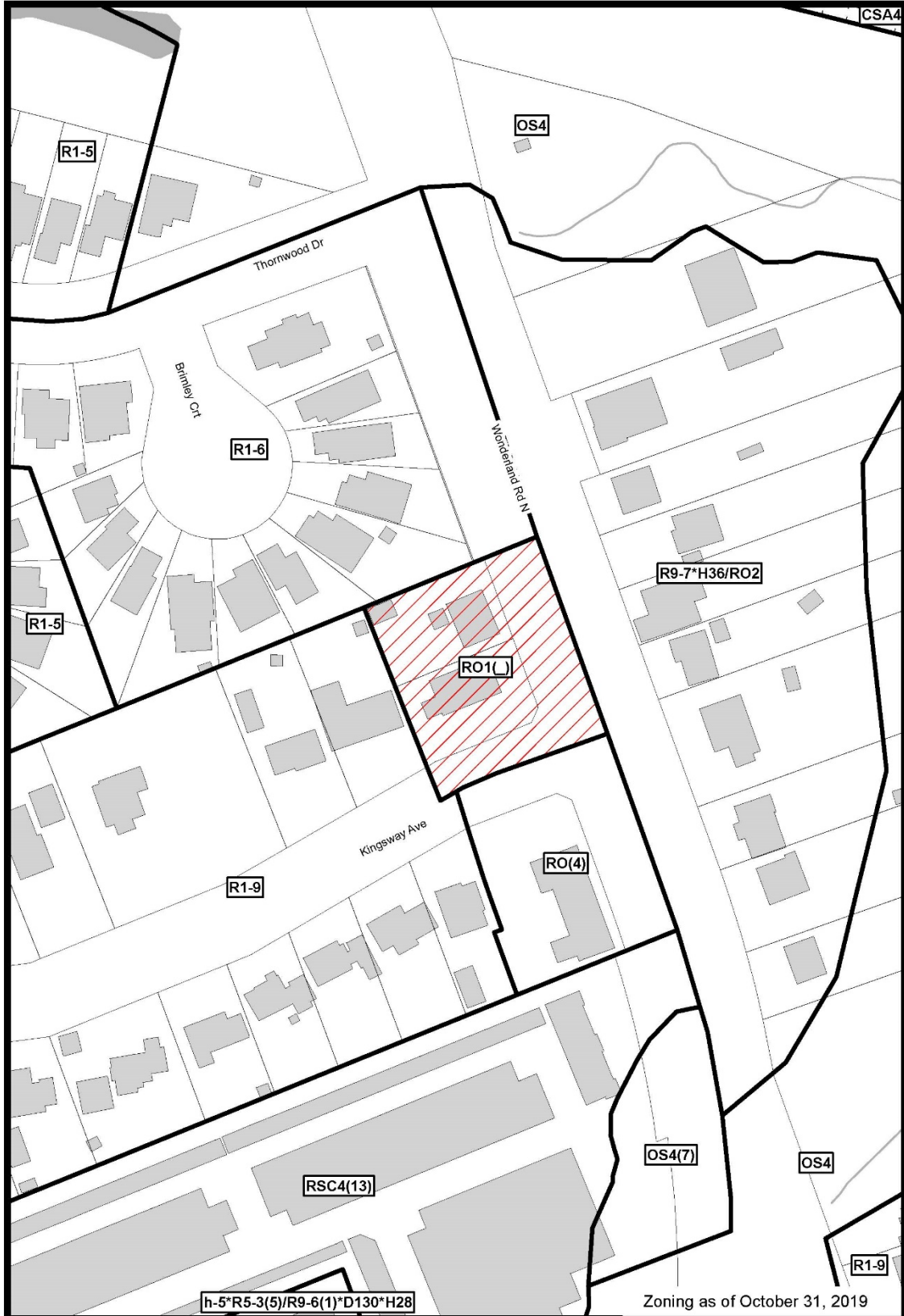
PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

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



File Number: OZ-9114
 Planner: SW
 Date Prepared: 2020/05/27
 Technician: RC
 By-Law No: Z.-1-

SUBJECT SITE 

1:1,250

0 5 10 20 30 40 Meters



Geodatabase

Bill No. 215
2020

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

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 944 Hamilton Road.

WHEREAS York Developments has applied to rezone an area of land located at 944 Hamilton Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 944 Hamilton Road, as shown on the attached map comprising part of Key Map No. A.107, from a Convenience Commercial/Service Station (CC/SS1) and Residential R1 (R1-6) Zone to an Associated Shopping Area Special Provision (ASA1(_)/ASA2(_)/ASA3(_)) Zone.

2. Section Number 24.4 of the Associated Shopping Area (ASA1) Zone is amended by adding the following Special Provisions:

ASA1(_)	944 Hamilton Road	
a)	Regulations	
i)	Rear Yard Setback from the existing building (Minimum)	2.1 metres (6.9 feet)
ii)	Lot Frontage (m) (Minimum)	40.0 metres (131.2 feet)
	Lot Depth (m) (Minimum)	41.0 metres (134.5 feet)
iii)	Parking Spaces (Minimum)	46 spaces for all uses permitted in the zone
iv)	Landscaped strip width adjacent to any noise barrier (Minimum)	1.5 metres (4.9 feet)
v)	Landscaped buffer between the edge of the drive-through lane and the ultimate road allowance along Highbury Avenue North (Minimum)	0.9 metres (3.0 feet)

3. Section Number 24.4 of the Associated Shopping Area (ASA2) Zone is amended by adding the following Special Provisions:

ASA2(_)	944 Hamilton Road	
a)	Regulations	
i)	Rear Yard Setback from the existing building (Minimum)	2.1 metres (6.9 feet)
ii)	Lot Frontage (m) (Minimum)	40.0 metres (131.2 feet)
iii)	Lot Depth (m) (Minimum)	41.0 metres (134.5 feet)

iv)	Parking Spaces (Minimum)	46 spaces for all uses permitted in the zone
v)	Landscaped strip width adjacent to any noise barrier (Minimum)	1.5 metres (4.9 feet)
vi)	Landscaped buffer between the edge of the drive-through lane and the ultimate road allowance along Highbury Avenue North (Minimum)	0.9 metres (3.0 feet)

4. Section Number 24.4 of the Associated Shopping Area (ASA3) Zone is amended by adding the following Special Provisions:

ASA3(_)	944 Hamilton Road	
a)	Regulations	
i)	Rear Yard Setback from the existing building (Minimum)	2.1 metres (6.9 feet)
ii)	Lot Frontage (m) (Minimum)	40.0 metres (131.2 feet)
iii)	Lot Depth (m) (Minimum)	41.0 metres (134.5 feet)
iv)	Parking Spaces (Minimum)	46 spaces for all uses permitted in the zone
v)	Landscaped strip width adjacent to any noise barrier (Minimum)	1.5 metres (4.9 feet)
vi)	Landscaped buffer between the edge of the drive-through lane and the ultimate road allowance along Highbury Avenue North (Minimum)	0.9 metres (3.0 feet)

5. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

6. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

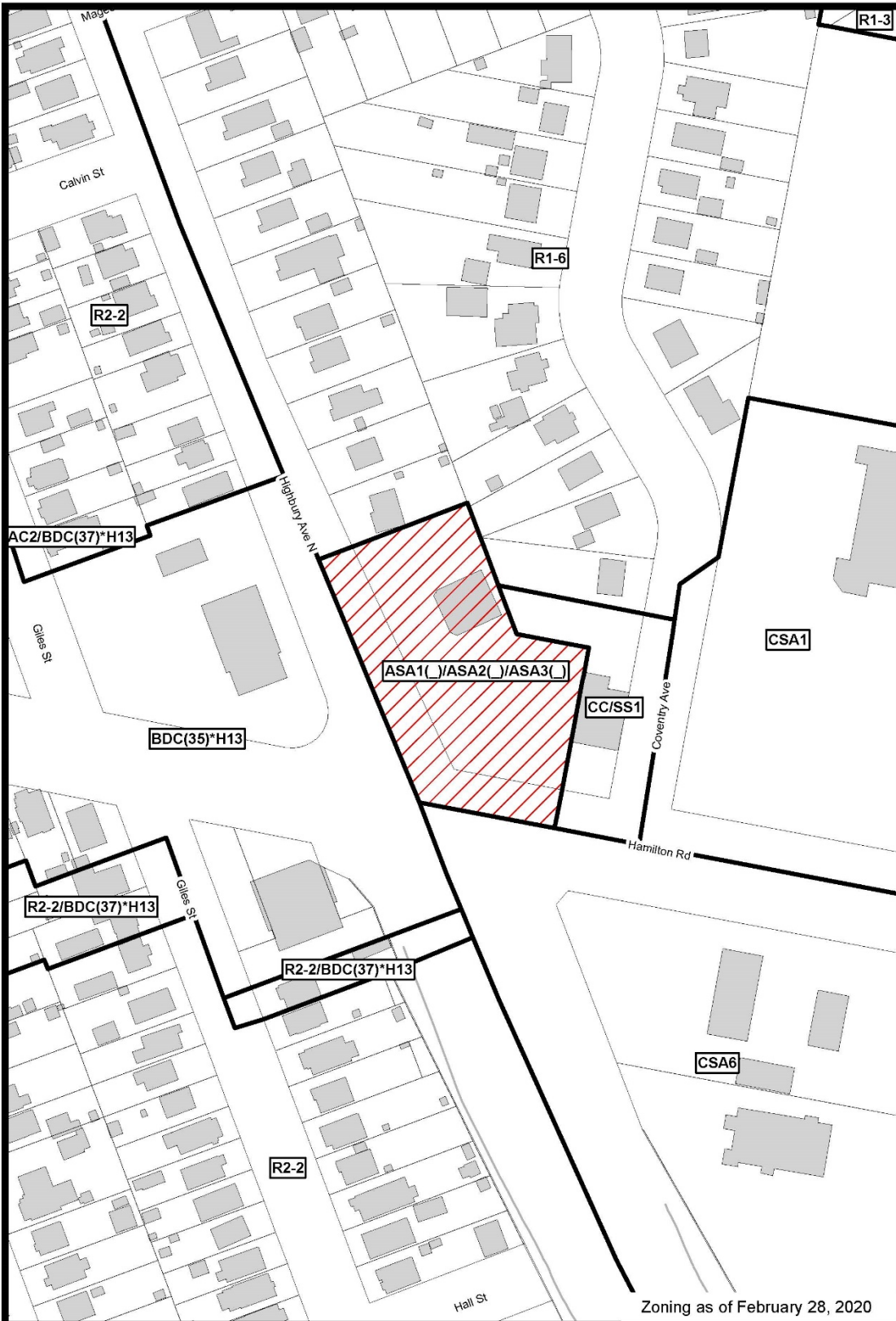
PASSED in Open Council on June 29, 2020.


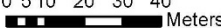

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

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



<p>File Number: Z-9151 Planner: MW Date Prepared: 2020/03/11 Technician: rc By-Law No: Z.-1-</p>	<p>SUBJECT SITE </p> <p>1:1,500</p> <p>0 5 10 20 30 40  Meters</p> <p></p>
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Geodatabase

Bill No. 216
2020

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

A by-law to amend By-law No. Z.-1 to rezone an area of land located at 754-760 Base Line Road East.

WHEREAS Canadian Commercial Management Inc. has applied to rezone an area of land located at 754-760 Base Line Road East, as shown on the map attached to this by-law, as set out below;

AND WHEREAS upon approval of Official Plan Amendment Number (number to be inserted by Clerk's Office) this rezoning will conform to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 754-760 Base Line Road East, as shown on the attached map comprising part of Key Map No. A107, from an Office (OF2) Zone to a Residential R8 Bonus/Office (R8-4*B-___/OF2) Zone.
2. Section Number 4.3 of the General Provisions in By-law No. Z.-1 is amended by adding the following new Bonus Zone:

B-___ 754-760 Base Line Road East

The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 4-storeys and a maximum density of 165 units per hectare, which substantively implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law, provides for affordable housing and enhanced landscaped open space. The affordable housing component shall consist of:

- one, one-bedroom barrier-free affordable rental unit;
- rents not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy; and,
- the duration of affordability shall be set at 25 years from the point of initial occupancy the unit.

The following special regulations apply within the bonus zone upon the execution and registration of the required development agreement(s):

- a) Regulations
 - i) Base Line Road East shall be deemed to be the front lot line
 - ii) Front Yard Depth 0.1 metres (0.32 feet)
(Minimum)
 - iii) Exterior Side Yard Depth 1.7 metres (5.57 feet)
(Minimum)
 - iv) Interior Side Yard Depth 2.6 metres (8.53 feet)
(Minimum)
 - v) Height 17 metres (55.7 feet)
(Maximum)
 - vi) Density 165 units per hectare
(Maximum)
 - vii) Parking 0.9 spaces per unit
(Minimum)

3. The inclusion in this By-law of imperial measure along with metric measure is for the purpose of convenience only and the metric measure governs in case of any discrepancy between the two measures.

4. This By-law shall come into force and be deemed to come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990, c. P13*, either upon the date of the passage of this by-law or as otherwise provided by the said section.

PASSED in Open Council on June 29, 2020.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – June 29, 2020
Second Reading – June 29, 2020
Third Reading – June 29, 2020

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



File Number: OZ-9148
 Planner: CL
 Date Prepared: 2020/06/01
 Technician: rc
 By-Law No: Z.-1-

SUBJECT SITE 

1:800

0 4 8 16 24 32 Meters

