

Community and Protective Services Committee

Report

The 2nd Meeting of the Community and Protective Services Committee
December 15, 2020

PRESENT: Councillors J. Helmer (Chair), S. Lewis, M. Salih, A. Kayabaga, S. Hillier, Mayor E. Holder

ALSO PRESENT: J. Bunn, M. Schulthess and J. Taylor

Remote attendance: C. Cooper, K. Dickins, O. Katolyk, G. Kotsifas, A. Macpherson, L. Marshall, D. Popodic, C. Saunders, C. Smith, S. Stafford and T. Wellhauser

The meeting was called to order at 4:01 PM; it being noted that the following Members were in remote attendance: Mayor E. Holder, Councillors S. Hillier, A. Kayabaga and M. Salih

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Consent

Moved by: E. Holder

Seconded by: A. Kayabaga

That Items 2.1 and 2.4 to 2.7 BE APPROVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.1 3rd Report of the Accessibility Advisory Committee

Moved by: E. Holder

Seconded by: A. Kayabaga

That the following actions be taken with respect to the 3rd Report of the Accessibility Advisory Committee, from the meeting held on November 26, 2020:

a) Jay Menard BE APPOINTED as the interim Accessibility Advisory Committee representative to the Community Diversity and Inclusion Strategy (CDIS) Leadership Table; it being noted that a permanent representative will be appointed in early 2021;

b) Jay Menard, Chair, Accessibility Advisory Committee (ACCAC) BE GRANTED authority to draft a summary of comments from ACCAC members with respect to the City of London 2021 Budget Update for submission to the Strategic Priorities and Policy Committee; and,

c) clauses 1.1, 2.1 to 2.3 and 5.2, BE RECEIVED.

Motion Passed

2.4 Irregular Result - Request for Proposal 20-63 - Contract Award Recommendation for Homeless Prevention Resting Spaces

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Deerness Home and Manager, Purchasing and Supply, with the concurrence of the Director, Financial Services and the City Manager, the following actions be taken with respect to the staff report dated December 15, 2020 related to a Contract Award Recommendation for Homeless Prevention Resting Spaces:

- a) the Request for Proposal 20-63 BE AWARDED to the London Cares Homeless Response Service and Canadian Mental Health Association Elgin-Middlesex for a combined total funding amount of \$992,000 in 2021 to provide Resting Spaces, with an option to renew for up to two (2) additional one (1) year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability throughout the City of London and/or other funding sources; it being noted that the proposals submitted by all proponents meet the City's requirements and are in compliance with the Procurement of Goods and Services Policy;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this project; and,
- c) the approval, given herein, BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreement with the London Cares Homeless Response Service and Canadian Mental Health Association Elgin-Middlesex. (2020-S11)

Motion Passed

2.5 Update on Urgent Transitional and Modular Supported Housing Development Report on July 15, 2020

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Deerness Home, the following actions be taken with respect to the staff report dated December 15, 2020 related to an update on urgent transitional and modular supported housing:

- a) the Civic Administration BE DIRECTED to continue advancing opportunities to develop additional properties to create up to 150 units;
- b) the financing for the modular housing development at 122 Baseline Road BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE DIRECTED to develop communication strategies to engage impacted communities including required communications from City of London, Development and Compliance Services as well as a 'Get Involved' survey for Londoners to provide feedback about affordable housing; and,
- d) the above-noted staff report BE RECEIVED. (2020-S11)

Motion Passed

2.6 345 Sylvan Street and Stabilization Space Update

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated December 15, 2020 related to an update on the 345 Sylvan Street and stabilization space:

- a) the Acting Managing Director, Housing, Social Services and Dearness Home, in partnership with the Housing Development Corporation, London (HDC), BE DIRECTED to prepare the property located at 345 Sylvan Street for a zoning by-law amendment which promotes a range of uses that conform to the Official Plan up to and including demolition of the existing structure as deemed necessary;
- b) the Civic Administration BE DIRECTED to pursue Federal and Provincial funding opportunities for preparing the property located at 345 Sylvan Street that promote a range of uses that conform to the Official Plan; and,
- c) the Civic Administration BE DIRECTED to continue to pursue operational funding opportunities and secure alternate locations for the operation of stabilization spaces, as intended within the scope of the Council approved Core Area Action Plan (CAAP). (2020-S11)

Motion Passed

2.7 Parkland Acquisition Costs Within Subdivision Plan 33M-757

Moved by: E. Holder

Seconded by: A. Kayabaga

That, on the recommendation of the Managing Director, Parks and Recreation, on the advice of the Division Manager, Parks Planning and Operations and on the advice and with the concurrence of the Manager of Realty Services, the following actions be taken with respect to the Parkland Acquisition related to specific requirements within Subdivision Plan 33M-757, as shown on the Location Map appended to the staff report dated December 15, 2020, further described as Blocks 131, 135, 137, 138 and 147, in the City of London, County of Middlesex, for the purpose of parkland for the Edge Valley Subdivision and to ensure that the Thames Valley Parkway can continue to be extended along the river valley edge:

- a) the cost of land acquisition, as agreed between The Corporation of the City of London and Drewlo Holdings Inc., for the City to acquire lands to be used for parkland and open space purposes for the total sum of \$712,746.10, BE ACCEPTED;
- b) the offers submitted by Drewlo Holdings Inc. (the "Vendor"), as appended to the above-noted staff report as Appendices "B", "C" and "D", to sell the subject property to the City, for the sum of \$712,746.10, BE ACCEPTED, subject to the approval of the above-noted budget;
- c) the source of financing for this acquisition, as set out in the Source of Financing Report, as appended to the above-noted staff report, BE APPROVED; and,
- d) subject to the above-noted approvals, the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on January 12, 2021, to:
 - i) authorize and approve the Agreements, as appended to the above-noted by-law, being Purchase and Sale Agreements between The Corporation of the City of London and Drewlo Holdings Inc. for Blocks 131, 135, 137, 138 and 147 in Registered Plan 33M-757; and,
 - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreements. (2020-D12)

Motion Passed

2.2 East Lions Community Centre Construction Update

Moved by: S. Lewis
Seconded by: S. Hillier

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services, the Managing Director, Parks and Recreation and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the East Lions Community Centre Construction Update:

- a) the report dated December 15, 2020, with respect to the above-noted matter, BE RECEIVED;
- b) the existing contract with MacLennan Jaunkalns Miller Architects Ltd., BE INCREASED by \$426,230.00, to an upset limit of \$1,515,430.00 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the project. (2020-R05B)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

2.3 Single Source Procurement of Resting Spaces (Single Source #SS20-29) and Programs (Single Source #SS20-37) for Indigenous Individuals Experiencing Homelessness

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

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions be taken with respect to the staff report dated December 15, 2020, related to the Single Source Procurement of Resting Spaces and Programs for Indigenous Individuals Experiencing Homelessness:

- a) a contract BE AWARDED to Atlohsa Family Services, up to a maximum funding amount of \$225,000 for the period up to March 31, 2021, to provide programs for Indigenous individuals and families experiencing homelessness with an option to renew for up to two (2) additional one (1) year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability through the City of London, and/or other funding sources;
- b) a contract BE AWARDED to Atlohsa Family Services for a total funding amount of \$250,000 in 2021 to provide Resting Spaces for Indigenous individuals and families experiencing homelessness, with an option to renew for up to two (2) additional one (1) year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability;

- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to these projects; and,
- d) that the approval given, herein, BE CONDITIONAL upon the Corporation entering into a Purchase of Service Agreement with Atlohsa Family Services. (2020-S11)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

3. Scheduled Items

None.

4. Items for Direction

4.1 Core Area Free Parking - Request for Delegation Status - A. Valastro

That the following actions be taken with respect to the communication from A. Valastro, as appended to the agenda, related to a request for delegation with respect to Core Area Free Parking:

- a) the above-noted request for delegation BE APPROVED; and,
- b) the above-noted communication and verbal delegation from A. Valastro BE RECEIVED.

Motion Passed

Voting Record:

Moved by: M. Salih

Seconded by: A. Kayabaga

Motion to approve the delegation request.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

Moved by: M. Salih

Seconded by: A. Kayabaga

Motion to receive the communication and delegation.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.2 Eldon House Board of Directors Membership - M. Donachie, Board Chair

Moved by: S. Lewis

Seconded by: E. Holder

That the City Clerk BE DIRECTED to bring forward to a future meeting of the Municipal Council a by-law to incorporate the proposed amendments to the Eldon House Corporation by-law, as requested by the Eldon House Corporation Board of Directors as outlined in the communication dated

November 24, 2020, from M. Donachie, Eldon House Corporation. (2020-C12)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

4.3 Priorities for This Council Year Discussion - Councillor J. Helmer

Moved by: S. Lewis

Seconded by: J. Helmer

That the communication from Councillor J. Helmer, with respect to a discussion on the priorities of the Community and Protective Services Committee (CPSC) for the current Council year, BE RECEIVED; it being noted that the CPSC held a general discussion with respect to this matter. (2020-C04)

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

5. Deferred Matters/Additional Business

5.1 Deferred Matters List

Moved by: S. Lewis

Seconded by: A. Kayabaga

That the following actions be taken with respect to the Deferred List for the Community and Protective Services Committee, as at December 7, 2020:

a) items 1, 2, 13 and 14, on the above-noted Deferred Matters List, BE REMOVED; and,

b) the above-noted Deferred Matters List BE RECEIVED.

Yeas: (6): J. Helmer, S. Lewis, M. Salih, A. Kayabaga, S. Hillier, and E. Holder

Motion Passed (6 to 0)

6. Adjournment

The meeting adjourned at 4:59 PM.

Accessibility Advisory Committee Report

The 3rd Meeting of the Accessibility Advisory Committee
November 26, 2020
Advisory Committee Virtual Meeting - during the COVID-19 Emergency
City Hall is open to the public, with reduced capacity and physical distancing requirements.

Attendance PRESENT: J. Menard (Chair), T. Eadinger, N. Judges, P. Moore, P. Quesnel and K. Steinmann and J. Bunn (Committee Clerk)

ALSO PRESENT: Councillor S. Lewis; A. Husain, L. Livingstone, C. Saunders and M. Stone

The meeting was called to order at 3:05 PM; it being noted that the following Members were in remote attendance: T. Eadinger, N. Judges, P. Quesnel and K. Steinmann

1. Call to Order

1.1 Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Scheduled Items

None.

3. Consent

3.1 2nd Report of the Accessibility Advisory Committee

That it BE NOTED that the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 27, 2020, was received.

3.2 Letter of Resignation - J. Madden

That it BE NOTED that the letter of resignation from the Accessibility Advisory Committee from J. Madden, as appended to the agenda, was received.

3.3 Letter of Resignation - M. Dawthorne

That it BE NOTED that the letter of resignation from the Accessibility Advisory Committee from M. Dawthorne, as appended to the agenda, was received.

4. Sub-Committees and Working Groups

None.

5. Items for Discussion

5.1 Representative of the Accessibility Advisory Committee for the Community Diversity and Inclusion Strategy (CDIS) Leadership Table

That Jay Menard BE APPOINTED as the interim Accessibility Advisory Committee representative to the Community Diversity and Inclusion Strategy (CDIS) Leadership Table; it being noted that a permanent representative will be appointed in early 2021.

5.2 General Discussion - Advisory Committees

That it BE NOTED that the Accessibility Advisory Committee (ACCAC) held a general discussion with respect to the role of Advisory Committees and concerns of the Members of the ACCAC.

5.3 City of London 2021 Budget Update

That Jay Menard, Chair, Accessibility Advisory Committee (ACCAC) BE GRANTED authority to draft a summary of comments from ACCAC members with respect to the City of London 2021 Budget Update for submission to the Strategic Priorities and Policy Committee.

6. Adjournment

The meeting adjourned at 4:36 PM.

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Cheryl Smith, Managing Director, Neighbourhood, Children and Fire Services
Scott Stafford, Managing Director, Parks and Recreation
Anna Lisa Barbon, Managing Director, Corporate Services and City Treasurer, Chief Financial Officer

Subject: East Lions Community Centre Construction Update

Date: December 15, 2020

Recommendation

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

- a) this report dated November 3, 2020, entitled “East Lions Community Centre Construction Update” **BE RECEIVED**; and,
- b) The existing contract with MacLennan Jaunkalns Miller Architects Ltd., **BE INCREASED** by \$426,230.00 to an upset limit of \$1,515,430.00 excluding HST in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;
- c) The financing for this project **BE APPROVED** as set out in the Sources of Financing Report attached as Appendix “A”; and,
- d) The Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in connection with the project.

Executive Summary

The East Lions Community Centre will feature two indoor pools, gymnasium, activity room, multi-purpose community space, community kitchen, and artisan space and will serve the broad community in the East and Southeast areas of the city. An update to the adjacent East Lions Park is also underway and will include a new soccer field, tennis and pickleball courts, basketball court, accessible playground, new pathways, and plantings.

Civic Administration recognizes that local residents are feeling disappointed in the process and disheartened by the number of times the opening date for this new community centre has changed. Civic Administration is committed to this project and to working with a new Contractor, assigned to the Project by the bonding company Zurich Insurance.

The purpose of this report is to update Council on the developments related to the construction of the East Lions Community Centre at 1731 Churchill Avenue and to seek Council’s approval to increase the current contract with MacLennan Jaunkalns Miller Architects Ltd due to the delay in opening.

Linkage to the Corporate Strategic Plan

Strengthening our Community: Londoners have access to the services and supports that promote well-being, health and safety in their neighbourhoods and across the city. Increase participation in recreation, sport, and leisure activities. Remove barriers to access recreation, sport, leisure, and leadership programs and services.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Naming of New East Community Centre (September 10, 2019)
- East Community Centre Construction Update (August 13, 2019)
- East Community Centre Tender 17-67 Project #P015-RC2756 (October 11, 2017)
- Update on East Community Centre Build Project (June 20, 2017)
- Architect to Act as Prime Consultant for the East Community Centre (December 15, 2015)
- Update on East Community Centre Build Project (December 15, 2015)

2.0 Discussion and Considerations

2.1 Revised Timeline

The last construction update report to Council in August 2019, noted that the timeline for opening of this facility was delayed from September 2019 to an early 2020 opening. Since that time, there have been a number of developments related to work on the site, the most recent of which is the execution of the new Takeover and Completion Agreement between the City of London and Zurich Insurance on September 30, 2020.

Below is a list of steps that have been taken since the execution of this agreement:

- The new contractor, Perini Construction has begun the process of re-mobilizing and have taken over control of the site as of October 19, 2020.
- Perini has been negotiating contracts with the various sub-trades and started construction in early November. This includes considerable clean-up of the site (both interior and exterior) to be ready for the sub-trades to resume work.
- Civic Administration has met on site with Perini Construction bi-weekly to review the status of the project and to review the construction progress.

At the time of writing this report, Perini Construction was still in negotiations with sub-trades required to complete the project. Until Perini has negotiated all remaining key contracts on behalf of Zurich, they are unable to provide a definitive schedule for this project. It is important to note that while Civic Administration attends site meetings and is updated by Perini, the City is not a party to these agreements and/or negotiations.

Civic Administration is eager to provide a timeline to the community and to Council, however, providing a date with confidence and accuracy is not possible at this time. Civic Administration will continue to meet with Perini and work towards finalizing a timeline and opening date in 2021.

Once a date has been identified, we will share this information through a media release, social media, e-newsletter and the city website. Staff are aware that this is disappointing news for the community as residents are anxiously awaiting confirmation of a revised opening date. Once this date has been identified, Civic Administration will update the community on progress of the building and communicate opportunities for tours, drop in programming, and the grand opening.

East Lions Park Update

As a separate project, the City is also upgrading the adjacent park. Work began in July 2020 and is proceeding on schedule. The new park includes:

- A full size soccer field
- One tennis court
- Two pickleball courts
- A multi-sport pad that permits skating
- A walking loop and several benches
- A naturalized storm water infiltration zone
- Many new trees

Work will continue in the Spring of 2021 with court fencing and lining, sodding and seeding, and other minor touch-ups. The majority of the park amenities should be available for public use by July 1, 2021, with the exception of the soccer field, as the new seed requires a full growing year to be ready for play.

2.2 Consultant Fees

The construction administration portion of the consultant fees with MacLennan Jaunkalns Miller Architects Ltd. (MJMA) expired in August 2019, two months past the original project completion date of June 2019.

From September 2019 through to now the consultant has been providing their services in good faith with the understanding that their fees would be reconciled upon completion of the project in the Spring of 2020. It was anticipated that Civic Administration would bring forward a wrap up report upon completion to seek Council's approval to reconcile MJMA additional fees. Funding for the additional consultant fees were to come from liquidated damages fees withheld from the previous general contractor's monthly payment draws.

The consultant has continued to provide their services in good faith during the complex take over period from the previous general contract to Zurich Insurances' assigned general contractor Perini Construction.

In order to complete the project and to meet the obligations of the Takeover and Completion Agreement with Zurich Insurance, the consultant is required to continue to support the project until completion. The consultant is also to provide certification that the work was completed as per their design as required by the Ontario Building Code.

Civic Administration has negotiated the additional fees required to complete the project with MJMA as per the terms of the original contract. The total upset amount of \$426,230.00 excluding HST will cover their services from August 2019 through to completion.

Funding for the additional fees will be transferred from the surplus in the Bostwick Community Centre capital project (see Appendix "A"). Upon completion of the project, Civic Administration will seek to recover these expenses as contemplated in the Takeover and Completion Agreement with Zurich Insurance.

2.3 Holding Costs

Costs for security, utilities, and grounds maintenance during the takeover period have amounted to just over \$102,700.00 excluding HST with the majority of costs assigned to 24/7 security coverage of the building and site.

Funding for the additional fees will be funded from existing approved Parks and Recreation operating accounts. Upon completion of the project, Civic Administration will seek to recover these expenses as contemplated in the Takeover and Completion Agreement with Zurich Insurance.

3.0 Financial Impact/Considerations

There are no additional operating costs associated with the award of this contract.

Conclusion

Civic Administration recognizes that local residents are feeling disheartened by the number of times the opening date has changed. Civic Administration is committed to this project and to working with Zurich and Perini to determine an opening date in 2021.

Once this date has been identified, Civic Administration will update the community on progress of the building and communicate opportunities for tours, drop in programming, and the grand opening.

Prepared by: Tim Wellhauser C.I.M. Division Manager, Facilities
Recommended by: Cheryl Smith, Managing Director, Neighbourhood, Children and Fire Services
Recommended by: Scott Stafford, Managing Director, Parks and Recreation
Recommended by: Anna Lisa Barbon CPA, CGA Managing Director, Corporate Services, and City Treasurer, Chief Financial Officer

c: Paul D'Hollander, Manager, Neighbourhood Operations
Lynn Loubert, Division Manager, Aquatics and Arenas
Andrew MacPherson, Manager, Parks Planning and Design
John Devito, Manager, Facilities, Design and Construction
Danilo Popadic, Solicitor, Legal and Corporate Services

APPENDIX "A"

Chair and Members
Community & Protective Services Committee

#20167
December 15, 2020
(Consulting Fee Increase)

**RE: East Lions Community Centre
Increase in Consultant Fees (WO02358106)
Capital Project RC2756 - East Multi-Purpose Rec Centre
MacLennan Jaunkalns Miller Architects Ltd. - \$426,230.00 (excluding H.S.T.)**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget but can be accommodated with a transfer of debenture financing and that, subject to the adoption of the recommendations of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks & Recreation and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
Engineering	\$1,233,357	\$426,230	\$1,659,587	\$1,233,357	\$426,230
Construction	21,423,583		21,423,583	21,423,583	0
Furniture	195,000		195,000	195,000	
Other City Related Expenses	106,565		106,565	106,565	
NET ESTIMATED EXPENDITURES	\$22,958,505	\$426,230	\$23,384,735	\$22,958,505	\$426,230

SOURCE OF FINANCING

Debenture By-law W.-5598(a)-521	\$16,966,305		\$16,966,305	\$16,966,305	\$0
Additional Debenture Quota-tsf from 2) & 3) RC2755-Southwest Multi Purpose		315,030	315,030		315,030
Debenture By-law W.-5598(a)-521 (Serviced through City Services R.F. Parks & Rec)	5,992,200		5,992,200	5,992,200	0
Additional Debenture Quota-tsf from 2) & 3) RC2755-Southwest Multi Purpose Rec Centre (Serviced through City Services R.F. Parks & Rec)		111,200	111,200		111,200
TOTAL FINANCING	\$22,958,505	\$426,230	\$23,384,735	\$22,958,505	\$426,230

1) **Financial Note:**

Contract Price	\$1,515,430
Less: Amount previously approved	1,089,200
	\$426,230
Add: HST @13%	55,410
Total Contract Price Including	481,640
Less: HST Rebate (100%)	55,410
Net Contract Price	\$426,230

2) The additional funding requirement of \$426,230 is available as a transfer of debenture quota from RC2755 (Southwest Multi-Purpose Rec Centre); \$315,030 for the tax supported portion and \$111,200 for the non-tax supported debt serviced through the City Services Reserve Fund (Parks & Rec). The Bostwick Community Centre project (SW Multi-Purpose Rec Centre) is substantially complete with surplus funding and therefore available as a source of funding for the East Community Centre project.

3) **NOTE TO CITY CLERK**

The City Clerk be authorized to increase Debenture By-law No. W.-5598-521 as amended by By-law No. W.-5598(a)-137 by \$426,230 from \$22,958,505 to \$23,384,735.


 Kyle Murray
 Director, Financial Planning & Business Support

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home
Subject: Single Source Procurement of Resting Spaces (Single Source #SS20-29) and Programs (Single Source #SS20-37) for Indigenous Individuals Experiencing Homelessness
Date: December 15, 2020

Recommendation

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions Be Taken with respect to the award of contracts through Single Source procurement requiring Committee and City Council approval for awards greater than \$50,000:

- (a) a contract Be Awarded to Atlohsa Family Services up to a maximum funding amount of \$225,000 for the period up to March 31, 2021 to provide programs for Indigenous individuals and families experiencing homelessness with an option to renew for up to 2 additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability through the City of London, and/or other funding sources;
- (b) a contract Be Awarded to Atlohsa Family Services for a total funding amount of \$250,000 in 2021 to provide Resting Spaces for Indigenous individuals and families experiencing homelessness with an option to renew for up to 2 additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability;
- (c) that Civic Administration Be Authorized to undertake all administrative acts which are necessary in relation to these projects;
- (d) that the approval given herein Be Conditional upon the Corporation entering into a Purchase of Service Agreements with Atlohsa Family Services.

Executive Summary

Atlohsa is currently providing programs for Indigenous individuals and families experiencing homelessness, including resting spaces, housing support programs for individuals with moderate support needs and outreach services in the core.

- Resting Spaces provide a low barrier space for individuals who are sleeping unsheltered to rest and access basic needs such as food, showers, laundry and a change of clothing. Staff can work with individuals to build trust, complete assessments and to connect to supports and services based on their needs.
- Housing programs provide in-home supports for individuals and families and supports for landlords. Housing First programs work with individuals with high support needs by providing intensive supports aimed at housing stability. Caseloads in Housing First programs are low which allows support workers to have frequent contact with each individual to anchor into their home and community.
- Outreach programs support individuals experiencing homelessness by supporting access to basic needs and support services. Outreach also works with individuals who are sleeping unsheltered to access emergency shelter and

resting spaces. Through trust building outreach supports housing stability through a housing focus, working with individuals to access the system, complete assessments, secure income and identification.

This award will ensure that there are a range of services available to meet the needs of Indigenous individuals experiencing homelessness. This includes the continuation of a Resting Spaces program, implementing a housing support program for individuals with high support needs (Housing First) and expanding hours of outreach.

Linkage to the Corporate Strategic Plan

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)
London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners.

Providing the right level of support at the right time to decrease the use of emergency services and creating an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan. London needs to increase system capacity and availability of services across sectors to meet the housing stability needs of individuals and families in crisis, including housing individuals and families experiencing unsheltered homelessness.

Core Area Action Plan

Establishing more daytime Resting Spaces is an action identified in the Core Area Action Plan. London needs to increase the number of Resting Spaces available for daytime and nighttime rest to provide an opportunity for individuals sleeping unsheltered to meet their basic needs and link to London's Coordinated Access System.

Resting spaces provide a low barrier space for individuals experiencing homelessness to rest and access basic needs including food, water, showers and laundry. Resting Spaces are typically accessed by individuals with high support needs who are sleeping unsheltered and cannot or do not access emergency shelter beds. This low barrier service is intended to meet the needs of individuals who have not been successful accessing emergency shelter due to their presenting issues and behaviours.

Giwetashkad Indigenous Homeless Plan

The City has supported the development of a community driven, Indigenous-led housing and homelessness plan. The Giwetashkad Indigenous Homeless Plan represents culturally sensitive perspectives of community members with lived and/or living experience and sets out a vision of home as a place of safety and belonging for all peoples. The City has received the draft version of this plan and is continuing to support this process.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Core Area Action Plan (SPPC: October 28, 2019)
- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)

2.0 Discussion and Considerations

2.1 Procurement Process

A single source methodology is being used to enter into agreements with Atlohsa Family Services for housing support programs. This approach is applied under the Procurement Policy (14.4.e Single Source) because the required goods and/or services are to be supplied by a particular supplier(s) having special knowledge, skills, expertise or experience and (14.4.d Single Source) there is a need for compatibility with goods and/or services previously acquired or the required goods and/or services will be additional to similar goods and/or services being supplied under an existing contract (i.e. contract extension or renewal).

These programs serve as an expansion or continuation of existing programs. Atlohsa currently provides resting spaces, a housing support program for individuals with moderate support needs and outreach experiencing homelessness in the core. The organization is part of the Coordinated Access System, participating in the systems shared Homeless and Individuals Families Information System (HIFIS) and using SPDAT assessment tools.

The contract award for Resting Spaces is at a total annual cost of \$250,000 (exclusive of applicable taxes) in 2021 with an option to renew for 2 additional one-year terms.

The contract award for the startup of Housing First and outreach programs in the first quarter of 2021 is up to a maximum of \$225,000 (exclusive of applicable taxes) with an option to renew for 2 additional one-year terms.

3.0 Financial Impact/Considerations

Resting Spaces

Council approved \$1,000,000 for the operation of 40 Resting Spaces as part of the Core Area Action Plan additional investment business case (initiative 23) included in the 2020-2023 Multi-Year Budget. \$250,000 from the budget for Resting Spaces will be applied to ten (10) beds for Indigenous individuals experiencing homelessness, noting that \$750,000 is earmarked for Resting Spaces for all genders (20 beds) and Resting Spaces for women (10 beds). Funding for two additional one-year terms may be allocated from existing municipal, provincial or federal operational funds. These may include the Community Homeless Prevention Initiative (CHPI) or Reaching Home funding streams. Funding will be made in consultation with Finance and based on satisfactory services, performance, and funding/budget availability

Housing First and Outreach

The first quarter of 2021 will be the startup period for the Housing First and Outreach programs. Programs will be funded in this quarter to a maximum of \$225,000 through existing provincial and federal funds, including federal and provincial COVID funding through the Ontario Social Services Relief Fund and Canada's COVID-19 Economic Response Plan Funding.

Funding for two additional one-year terms may be allocated from existing municipal, provincial or federal operational funds. These may include the Community Homeless Prevention Initiative (CHPI) or Reaching Home funding streams. Funding will be made in consultation with Finance and based on satisfactory services, performance, and funding/budget availability

4.0 Key Issues and Considerations

A public request for proposal process was undertaken to secure 30 spaces, including: 20 Resting Spaces for all genders; and, 10 Resting Spaces for women (lived gender identity). A separate report will be brought to Council for approval.

Conclusion

This report recommends that the City of London enter into a Purchase of Service Agreements with Atlohsa Family Services to provide ten (10) Resting Spaces and programs for Indigenous individuals and families experiencing homelessness.

Prepared by: Laura Cornish, Manager, Homeless Prevention

Submitted by: Craig Cooper, Manager, Homeless Prevention

Recommended by: Kevin Dickins, Acting Managing Director, Housing Social Services and Dearness Home

Concurred by: Ian Collins, Director, Financial Services – Finance and Corporate Services

Report to Community and Protective Services Committee

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home
Subject: John Freeman Manager, Purchasing and Supply
Subject: Irregular Result - Request for Proposal 20-63 - Contract Award Recommendation for Homeless Prevention Resting Spaces
Date: December 15, 2020

Recommendation

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and Manager, Purchasing and Supply, with the concurrence of the Director, Financial Services and the City Manager, that the following actions be taken with respect to the award of the contract for Request for Proposal (RFP) 20-63 Homeless Prevention Resting Spaces, as per City of London Procurement Policy Section 8.10(a), requiring Committee and City Council approval for RFP awards greater than \$100,000:

- (a) that Request for Proposal 20-63 be awarded to London Cares Homeless Response Service and Canadian Mental Health Association Elgin-Middlesex for a combined total funding amount of \$992,000 in 2021 to provide Resting Spaces, with an option to renew for up to 2 additional one-year terms at the City's sole discretion, based on satisfactory services, performance, and funding/budget availability throughout the City of London and/or other funding sources. The proposals submitted by all proponents meet the City's requirements and are in compliance with the Procurement of Goods and Services Policy;
- (b) that Civic Administration be authorized to undertake all administrative acts which are necessary in relation to this project;
- (c) that the approval given herein be conditional upon the Corporation entering into a Purchase of Service Agreements with London Cares Homeless Response Service and Canadian Mental Health Association Elgin-Middlesex.

Executive Summary

On October 2, 2020 the City of London issued a request for proposals from experienced and qualified proponents to provide Resting Spaces (general) serving all genders and Resting Spaces (women) serving women based on lived gender identity. Together these programs will have a 30 bed capacity for individuals experiencing homelessness.

Resting Spaces provide a low barrier space for individuals experiencing homelessness to rest and access basic needs including food, water, showers and laundry. Resting Spaces are typically accessed by individuals with high support needs who are sleeping unsheltered and cannot or do not access emergency shelter beds. This low barrier service is intended to meet the needs of individuals who have not been successful accessing emergency shelter due to their presenting issues and behaviours.

The Resting Spaces will have the capacity to serve a number of high acuity individuals experiencing homelessness through two programs:

- Resting Spaces (Women)
The Resting Spaces (Women) provide a low barrier space that serves women experiencing, or at risk of, unsheltered homelessness. This program will serve women with a range of support needs and specifically those who have a high

acuity as measured by the VI-SPDAT and/or high support needs. This program will have 10 beds for women (lived gender identity).

- **Resting Spaces (General)**
The Resting Spaces (general) provides a low barrier space that serves individuals experiencing, or at risk of, unsheltered homelessness. This program will serve individuals with a range of support needs and specifically those who have a high acuity as measured by the VI-SPDAT and/or high support needs. This program will have 20 beds for any gender.

The submissions from the two organizations met all of the requirements outlined in RFP 20-63. Canadian Mental Health Association Elgin-Middlesex submission was awarded the highest overall score for the Resting Spaces (women). London Cares Homeless Response Service was the only applicant for the Resting Spaces (general).

It is recommended that the City of London enter into Purchase of Services Agreements with London Cares Homeless Response Service to operate Resting Spaces (general) and Canadian Mental Health Association Elgin-Middlesex to operate Resting Spaces (women), employing the Council approved Agreement Template.

Linkage to the Corporate Strategic Plan

The 2019 – 2023 Strategic Plan for the City of London

Creating a safe London for women and girls is a strategy identified in the City of London Strategic Plan. London needs to maintain or increase the number of shelter beds available to abused women and their children, and to homeless women and girls.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners.

Providing the right level of support at the right time to decrease the use of emergency services and creating an outreach system and rapid response to support individuals and families experiencing unsheltered homelessness are strategic areas of focus within the 2019 – 2024 Housing Stability Action Plan. London needs to increase system capacity and availability of services across sectors to meet the housing stability needs of individuals and families in crisis, including housing individuals and families experiencing unsheltered homelessness.

Core Area Action Plan

Establishing more daytime Resting Spaces is an action identified in the Core Area Action Plan. London needs to increase the number of Resting Spaces available for daytime and nighttime rest to provide an opportunity for individuals sleeping unsheltered to meet their basic needs and link to London's Coordinated Access System.

Resting Spaces respond to two identified system needs:

- Limited available low barrier spaces available for individuals who are sleeping unsheltered; and,
- Limited spaces for women experiencing homelessness.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Core Area Action Plan (SPPC: October 28, 2019)

- Homeless Prevention System for London Three Year Implementation Plan (CPSC: April 22, 2013)

2.0 Discussion and Considerations

2.1 Procurement Process

On October 2, 2020, a Request for Proposal (RFP 20-63) was issued on london.bidsandtenders.ca with a closing date of November 2, 2020. After the RFP was posted, there was one (1) Addendum issued to respond to questions, inquiries and requests for clarifications.

There were three (3) bids received and they were compliant with the RFP. Out of the three (3) proposals received, One (1) proposal was for Resting Space Program (General), two (2) proposals were for the Resting Space Program (Women).

The submissions were reviewed and evaluated by Housing, Social Services and Dearness Home staff with assistance from Purchasing and Supply. A two-envelope RFP process was used: one envelope contained the technical project proposal; and, the second contained the pricing proposal.

The pricing submitted by all bidders exceeded the budget allocation of \$750,000 for RFP 20-63 and it is recommended that the contract be awarded on a one year term with an option to renew for two additional years based on funding/budget availability. As the value of the lowest compliant bid is in excess of the City Council approved budget including contingency allowance, the award of this contract would be categorized as an irregular result, as per section 8.10 of the Procurement of Goods and Services Policy. The Financial Impact section below outlines the funding source for this procurement.

At the end of this process, the proponent with the highest score, demonstrating their ability to fully meet the City's requirements for Resting Spaces (Women) was the Canadian Mental Health Association Elgin-Middlesex, at a total annual cost of \$348,000 (exclusive of applicable taxes) in 2021 with an option to renew for two additional one-year terms. Therefore Canadian Mental Health Association is recommended to be awarded the contract.

London Cares Homeless Response Service was the only proponent for the General Resting Space Program. Their proposal demonstrated their ability to fully meet the City's requirements and therefore London Cares Homeless Response Service is recommended to be awarded the contract at a total annual cost of \$644,000 (exclusive of applicable taxes) in 2021 with an option to renew for 2 additional one-year terms.

3.0 Financial Impact/Considerations

The total annual cost for both Resting Space programs in 2021 is \$992,000.

Council approved funding of \$1,000,000 through the Core Area Action Plan Business Case (initiative 23) in the 2020-2023 Multi-Year Budget for the operation of 40 Resting Spaces. \$750,000 from the municipal operating budget for Resting Spaces will be applied to the 30 beds in the recommended purchase of service agreements as part of this report.

In 2021, the remaining \$242,000 required for this program will be funded through Ontario Social Services Relief Fund and Canada's COVID-19 Economic Response Plan Funding.

Pending available funding/budget, these contracts may be renewed for up to an additional 2 years. The Purchase of Service Agreements include a contract renewal provision whereby the City reserves its absolute right to negotiate the reasonable pricing of any contract renewals with the successful proponent(s) upon renewal request in subsequent years (at a maximum of two additional one-year terms). In accordance with the City of London Procurement Policy Section 20.2 (b).

4.0 Key Issues and Considerations

A separate procurement will occur for the remaining 10 Resting Spaces (Indigenous) and brought to Council for approval in a separate report.

Conclusion

This report recommends that the City of London enter into Purchase of Service Agreements with: London Cares Homeless Response Service and Canadian Mental Health Association Elgin-Middlesex to provide Resting Spaces.

Prepared by: Laura Cornish, Manager, Homeless Prevention

Submitted by: Craig Cooper, Manager, Homeless Prevention

Recommended by: Kevin Dickins, Acting Manager, Housing, Social Services and Dearness Home

Recommended by: John Freeman, Manager, Purchasing and Supply

Concurred by: Ian Collins, Director, Financial Services – Finance and Corporate Services

Concurred by: Lynne Livingstone, City Manager

Report to Community and Protective Services Committee Meeting

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins Acting Managing Director, Housing, Social Services and Dearness Home
Subject: Update on Urgent Transitional and Modular Supported Housing Development Report on July 15, 2020
Date: December 15, 2020

Recommendation

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, that the following actions be taken with respect to this report:

That this report Be Received for information;

- a) That Civic Administration Be Directed to continue advancing opportunities to develop additional properties to create up to 150 units,
- b) The Source of Financing for the modular housing development at 122 Baseline Road be approved as set out in the Source of Financing in Appendix "A".
- c) That Civic Administration Be Directed to develop communication strategies to engage impacted communities including required communications from City of London, Development & Compliance Services as well as a 'Get Involved' survey for Londoners to provide feedback about affordable housing.

Executive Summary

The purpose of this report is to provide an update on the progress being made regarding new affordable housing development initiatives by the City of London.

Viable and sustainable development plans are being advanced for up to 150 new supported affordable housing units beginning with the priority 1 site located at 122 Baseline Road West. This site is being prepared for a four-storey, 61-unit multi-residential housing development using modular construction methods. Housing Development Corporation, London (HDC) has executed the required procurement processes to select a design-build modular provider to develop the property. The Source of Financing for this development is included as "Appendix A".

Work is underway to advance two other priority properties for housing that is affordable.

This strategy will support the creation of new affordable housing stock and assist in the efforts to address the urgent need and challenges currently being experienced by the COVID-19 pandemic. This strategy will also assist in addressing the expected longer term impacts the pandemic may have on those who are currently experiencing homelessness and those who are precariously housed.

An enterprise-wide team has been assembled to advance affordable housing initiatives associated with the Rapid Housing Initiative, Major Cities, funding stream in London. The working group includes leadership representation from HDC and the following City of London Services Areas:

- Planning
- Development & Compliance Services
- Housing, Social Services and Dearness Home
- Financial Planning & Business Support
- Environmental and Engineering Services
- Communications
- Parks and Recreation
- Legal & Corporate Services
- Government & External Relations

- Risk Management, and
- Realty Services

Linkage to the Corporate Strategic Plan

Council Strategic Plan

London *Council Strategic Plan* includes efforts to reduce the number of individuals and families experiencing chronic homelessness which align with Provincial directives for CHPI funding and Federal directives for Reaching Home funding. Transitional and Modular Housing represent opportunities to increase housing stock for individuals who cannot afford average market rent and are struggling to resolve their experience of homelessness due to housing availability and affordability.

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)

London's Homeless Prevention and Housing Plan, *Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)*, is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners. Developing transitional and modular housing support the implementation of key strategies in the *Housing Stability for All Plan*.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Municipal Council Approval of the Housing Stability Plan 2019 to 2024, as Required Under the Housing Services Act, 2011 (CPSC: December 3, 2019)
- Housing Quarterly Report (CPSC: January 21, 2020)
- Housing Quarterly Report (CPSC: April 28, 2020) 2.0 Discussion and Considerations
- Urgent Transitional and Modular Supported Housing Development (CPSC: July 15, 2020).

2.0 Key Issues and Considerations

2.1 Modular Housing

Civic Administration is advancing viable and sustainable development plans for up to 150 supported affordable housing units, through CMHC's Rapid Housing Initiative and other potential programs.

Civic administration intends to utilize three existing sites within City and HDC ownership to facilitate the development of affordable housing. Including:

- Priority 1 Site located at 122 Base Line Road, for up to 61 supported units (proposed modular construction);
- Priority 2 Site for up to 44 supported units (proposed modular construction); and,
- Priority 3 Site for up to 42 supported units (proposed modular construction).

Matching individuals to these units will be through the City's coordinated access priority system. Each individual will be in receipt of case management and housing stability supports and the space will be available for a mix of low, moderate and high support needs individuals who are looking to achieve housing stability.

Building specific supports for each proposed permanent housing site will include a staff person for approx. 8 hours per day, 7 days per week to assist individuals to maintain

housing stability and to address any day to day support items that may come up during this time.

2.2 Communications Plans

Affordable housing is regularly identified as a priority in community consultations and has been named as a council priority. HDC and City of London Planning have experience with engaging neighbourhood associations and community members. Engaging Londoners through a “Get Involved” survey to be facilitated by City of London Communications and Homeless Prevention Services as well as mandatory public consultation that are facilitated by the City of London Development and Compliance Services team as part of the typical approvals process aims to reduce the pressure on one neighborhood and maintains that housing that is affordable needs to be developed in all areas of London.

3.0 Financial Impact/Considerations

The Source of Financing for the modular housing development located at 122 Baseline Road is outlined attached as “Appendix A”, noting that the project will be funded through a combination of funding sources including:

- Federal Rapid Housing Initiative funding;
- Provincial Social Services Relief Funding;
- Provincial Ontario Priorities Housing Initiative (OPHI) funding;
- HDC funding contributions.

The operating costs associated with this development are anticipated to be fully funded from the rental revenues generated from the property. It should be noted, however, that additional funding may be requested through a future assessment growth business case to ensure sufficient funding is secured for an adequate contribution to replacement reserves to provide for the future lifecycle renewal costs associated with the property.

The financial implications, including sources of financing, for the other modular housing developments being advanced will be brought forward for Council's approval once the details for those projects have been finalized.

Conclusion

Supportive housing and transitional housing remain priorities for the City. Development activities to create new housing stock that is rapidly delivered and offered at below-average market rents are already underway at one site in partnership with the HDC and progress will continue to be provided through CPSC.

Submitted by: **Craig Cooper, Manager, Homeless Prevention**

Recommended by: **Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home**

APPENDIX "A"

Chair and Members
Community and Protective Services Committee

#20168
December 15, 2020
(Increase Budget)

**RE: Update on Urgent Transitional and Modular Supported Housing Development
(Subledger FG200016)
Capital Project HDC0002 - HDC - 122 Baseline
Capital Project SH1105 - 122 Baseline Development**

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget but can be accommodated with the Federal and Provincial funding applied to this project, and that, subject to the approval of the recommendations of the Acting Managing Director, Housing, Social Services and Dearness Home, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>		<u>Approved Budget</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
<u>HDC0002 - HDC - 122 Baseline</u>					
Engineering		\$686,914	\$49,154	\$49,154	\$0
Land Acquisition	1)	0	36	36	0
Construction		1,208,035	0	0	0
City Related Expenses		1,055,051	74,470	74,470	0
		<u>2,950,000</u>	<u>123,660</u>	<u>123,660</u>	<u>0</u>
<u>SH1105 - 122 Baseline Development</u>					
Construction		\$0	\$17,369,840	\$0	\$17,369,840
NET ESTIMATED EXPENDITURES		<u>\$2,950,000</u>	<u>\$17,493,500</u>	<u>\$123,660</u>	<u>\$17,369,840</u> 1)
<u>SOURCE OF FINANCING</u>					
<u>HDC0002 - HDC - 122 Baseline</u>					
CMHC Seed Funding	2)	\$50,000	\$50,000	\$50,000	\$0
HDC Contribution	3)	2,900,000	73,660	73,660	0
		<u>2,950,000</u>	<u>123,660</u>	<u>123,660</u>	<u>0</u>
<u>SH1105 - 122 Baseline Development</u>					
Provincial OPHI Funding	4)	0	2,380,712	0	2,380,712
Provincial SSRF Funding	5)	0	4,591,250	0	4,591,250
CMHC RHI Funding	6)	0	7,546,767	0	7,546,767
HDC Contribution	3)	0	2,851,111	0	2,851,111
		<u>0</u>	<u>17,369,840</u>	<u>0</u>	<u>17,369,840</u>
TOTAL FINANCING		<u>\$2,950,000</u>	<u>\$17,493,500</u>	<u>\$123,660</u>	<u>\$17,369,840</u>

- 1) The land for this development (122 Baseline Road West) was surplus City land that was transferred to HDC for affordable housing purposes, per Council's *Asset Transfers to Municipal Services Corporations Policy*, as resolved by Council on May 30, 2017.
- 2) CMHC Seed Funding was previously approved for the City of London by Canada Mortgage and Housing Corporation (CMHC) for the development or implementation of proposals to help increase the supply of affordable housing.
- 3) HDC Contribution is available as a drawdown from the HDC Reserve Fund.
- 4) Provincial OPHI Funding is a portion of the allocation from the Province to the City of London through the Ontario Priorities Housing Initiative (OPHI).
- 5) Provincial SSRF Funding is a portion of the allocation from the Province to the City of London through the Social Services Relief Fund (SSRF).
- 6) CMHC RHI Funding was allocated to the City of London on October 23, 2020 from the Canada Mortgage and Housing Corporation (CMHC) through the Major Cities Stream of the Rapid Housing Initiative.

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Kyle Murray
Director, Financial Planning & Business Support

Report to Community and Protective Services Committee Meeting

To: Chair and Members, Community and Protective Services Committee Meeting
From: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home
Subject: 345 Sylvan Street and Stabilization Space Update
Date: December 15, 2020

Recommendation

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to 345 Sylvan Street that;

- (a) The Acting Managing Director, Housing, Social Services and Dearness Home, in partnership with the Housing Development Corporation, London (HDC), be directed to prepare the property at 345 Sylvan Street for a zoning by-law amendment which promotes a range of uses that conform to the Official Plan up to and including demolition of the existing structure as deemed necessary;
- (b) Civic Administration be directed to pursue Federal and Provincial funding opportunities for preparing the property at 345 Sylvan Street that promote a range of uses that conform to the Official Plan; and,
- (c) Civic Administration be directed to continue to pursue operational funding opportunities and secure alternate locations for the operation of stabilization spaces, as intended within the scope of the Council approved Core Area Action Plan (CAAP).

Executive Summary

The purpose of this report is to recommend that the City of London Civic Administration be authorized to:

1. Immediately advance site preparation which promotes a range of uses that conform to the Official Plan of 345 Sylvan Street; this includes all necessary work related to rezoning the subject property for redevelopment.
2. Develop and implement community engagement strategies to involve impacted neighborhoods.
3. Pursue alternate locations for Stabilization Space as this remains a priority in our community.

Linkage to the Corporate Strategic Plan

Housing Stability for All: The Housing Stability Action Plan for the City of London (2019)

London's Homeless Prevention and Housing Plan, Housing Stability for All: The Housing Stability Action Plan for the City of London (2019), is the approved guiding document for homeless prevention and housing in the City of London, and was developed in consultation with Londoners. Developing housing and creating Stabilization Space program support the implementation of key strategies in the Housing Stability for All Plan.

Core Area Action Plan

The CAAP was developed in consultation with community members, employees, business and other stakeholders and includes the following four needs:

1. People struggling with homelessness and health issues need help;
2. People need to feel safe and secure;
3. Businesses need an environment that allows them to be successful; and,
4. The Core Area needs to attract more people.

Through the initiatives identified in the Plan, helping people struggling with homelessness and health issues is planned to be addressed through strengthening the Coordinated Informed Response program, focusing on housing, and creating daytime Resting Spaces and Stabilization Spaces. London's CAAP identifies the need to establish stabilization space to support individuals who are experiencing in-the-moment crisis.

Council Strategic Plan

London *Council Strategic Plan* includes efforts to reduce the number of individuals and families experiencing chronic homelessness which align with Provincial directives for CHPI funding and Federal directives for Reaching Home funding.

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Municipal Council Approval Of The Housing Stability Plan 2019 to 2024 as Required Under The Housing Services Act, 2011 (CPSC: December 3, 2019)
- Homeless Prevention and Housing Plan 2010 – 2024 (CHLC: November 18, 2013)
- Core Area Action Plan (SPPC: October 28, 2019)
- 22nd Meeting of Council (7. Property Acquisition – 345 Sylvan Street: November 26, 2019)

2.0 Key Issues and Considerations

2.1 345 Sylvan Street

On November 26, 2019, City of London Council approved financing for the purchase of 345 Sylvan Street. The property was acquired following consultation with Corporate Realty Services. During acquisition, a short-term goal of civic administration was to use the building as Stabilization Space. However, a formal approval by Council for this site was never sought for this purpose. As a result of the COVID-19 pandemic, operational funding through the Ministry of Health to staff the stabilization space has not materialized as hoped and this has necessitated the request from civic administration to consider alternative uses for the site.

In the fall of 2019, the City of London Homeless Prevention team conducted public consultation with members of the South London community that may be impacted by the City's initial plan for 345 Sylvan Street to provide for a Stabilization Space.

Feedback from this community included:

- Concern for community safety;
- Concern for property values;
- A desire to keep the neighborhood residential and,
- A lack of transparency in the purchase and consultation process.

The long term strategy for the property is an appropriate form of residential development, including a multi-residential built form. The aforementioned recommendations reflect an opportunity to respond to community feedback and prepare the site for a range of uses that conform to the Official Plan in partnership with HDC and the City of London.

2.2 Property Description

The subject property municipally known as 345 Sylvan Street is located on the west side of Wellington Road and north of Baseline Road West.

Address: 345 Sylvan Street

Official Plan: Low Density Residential
London Plan: Neighbourhoods Place Type
Zoning: CF – Community Facility – permitted uses include Group Homes
Site Area: 1.44 acres
Building: 2-storey multi-level detached dwelling constructed circa 1960

3.0 Financial Impact/Considerations

At this time, associated costs to support the next steps include any necessary site assessment work and studies as well as the costs to demolish the existing building on site (if necessary).

The City has applied and been approved for CMHC seed funding to assist with the pre-development assessment work and future funding for the demolition of the existing building (if deemed appropriate) will be required. The cost of demolition is currently unknown and will be determined by HDC through a Demolition Tender process, if required.

Funding to complete the required work to support the conversion to a range of uses that conform to the Official Plan will be sought through available Provincial or Federal funding streams, potentially supplemented by municipal funding as required. Civic Administration will report back to a future meeting with more details, including the source of financing, for the conversion of the property that promote a range of uses that conform to the Official Plan.

Next Steps

HDC and the Civic Administration will prepare 345 Sylvan Street to promote a range of uses that conform to the Official Plan including all necessary work related to land use change and applications for demolition of the existing structure, as necessary. Civic administration will report back in 2021 to Council outlining details of actions taken. Civic administration will explore potential Federal and Provincial funding initiatives to support the site preparation work and potential redevelopment of the site.

Civic Administration will continue to work with homeless prevention service agencies to identify alternate and appropriate locations for Stabilization Space and seek potential Federal and Provincial funding initiatives to support with the operationalization of Stabilization Space locations. A progress report to Council outlining suitable locations and possible funding opportunities will be provided in early 2021.

Prepared by: Craig Cooper, Manager, Homeless Prevention

Recommended by: Kevin Dickins, Acting Managing Director, Housing, Social Services and Dearness Home

Report to Community & Protective Services Committee

To: Chair and Members
Community & Protective Services Committee
From: Scott Stafford, Managing Director
Parks & Recreation Services
Subject: Parkland Acquisition Costs Within
Subdivision Plan 33M-757
Date: December 15, 2020

Recommendation

That, on the recommendation of the Managing Director, Parks and Recreation, on the advice of the Division Manager, Parks Planning & Operations and on the advice and with the concurrence of the Manager of Realty Services, the following actions be taken with respect to the Parkland Acquisition related to specific requirements within Subdivision Plan 33M-757, as shown on the attached Location Map, further described as Blocks 131, 135, 137, 138 and 147, in The City of London, County of Middlesex for the purpose of parkland for the Edge Valley Subdivision and to ensure that the Thames Valley Parkway can continue to be extended along the river valley edge:

- a) the cost of land acquisition, as agreed between The Corporation of the City of London and Drewlo Holdings Inc., for the City to acquire lands to be used for parkland and open space purposes for the total sum of \$712,746.10 BE ACCEPTED;
- b) the offers submitted by Drewlo Holdings Inc. (the "Vendor"), attached as Appendices "B", "C" and "D", to sell the subject property to the City, for the sum of \$712,746.10, BE ACCEPTED, subject to the approval of the budget as set out in a) above;
- c) the source of financing for this acquisition, as set out in the Source of Financing Report attached hereto as Appendix "A", BE APPROVED; and,
- d) subject to the approval of parts a) and b) above, the proposed attached by-law (Appendix "F") being "A by-law to authorize Purchase and Sale Agreements between The Corporation of the City of London (the "City") and Drewlo Holding Inc. to sell to the City Blocks 131, 135, 137, 138 and 147 Registered Plan 33M-75, BE INTRODUCED at the Municipal Council meeting to be held on January 12, 2021.

Executive Summary

Within the final Subdivision Plan 33M-757 (Edge Valley Subdivision), several parcels of land were set aside to meet the neighbourhood needs for parkland and to protect the valley lands along the Thames River and secure a corridor for the Thames Valley Parkway. Due to a previous agreement related to parkland dedication on adjacent lands, these parcels must be purchased by the City.

Subsequent to Draft Plan Approval of 39T-05505, while reviewing the design drawings for Plan 33M-757, the Upper Thames River Conservation Authority (UTRCA) notified the City that the Thames Valley Parkway could not be constructed within the Thames valley. As a result, late in the development process, it was necessary for the City to negotiate with Drewlo Holdings Inc. to acquire two additional table land parcels.

The recommendations contained in this report implement the subdivision agreement clauses to acquire these parcels from Drewlo Holdings Inc. to complete subdivision and park development processes.

Linkage to the Corporate Strategic Plan

Strengthening our Community

- Londoners have access to the services and supports that promote well-being, health, and safety in their neighbourhoods and across the city
- London's neighbourhoods have a strong character and sense of place

Building a Sustainable City

- Londoners can move around the city safely and easily in a manner that meets their needs
- Build infrastructure to support future development and protect the environment

Analysis

1.0 Background Information

1.1 Previous Reports Related to this Matter

Planning and Environment Committee – January 8, 2018, for the approval of the Subdivision Plan and the parkland acquisition clauses.

2.0 Discussion and Considerations

2.1 Subdivision Plan 33M-757, Drewlo Holdings, Edge Valley Phase I

As part of the subdivision approvals process in 1990 for lands west of Highbury Avenue North, both north and south of Kilally Road, the City acquired a large valley land area from Mathews Group. These lands included most of the current Kilally Meadows Environmentally Significant Area (ESA), Meander Creek Park, and the new Northridge Sports Fields. This Agreement was formally recognized as the complete parkland dedication requirement for the Mathews lands west of Highbury Avenue and also for their additional lands east of Highbury Avenue, north of Kilally Road. The Mathews lands were subsequently acquired by Drewlo Holdings Inc., who has been actively developing these lands over the past few years.

In accordance with the approved Kilally South Area Plan and as part of Registered Plan 33M-757 (a portion of 39T-05505), east of Highbury and north of Kilally Road, several parcels of land were set aside to meet the neighbourhood needs for parkland, protect the sensitive natural heritage features along the Thames River shoreline, and secure a corridor for the Thames Valley Parkway.

Due to the previous Mathews Agreement, each of these parcels are to be purchased by the City. Itemized below are the size, zone and value of each park block, and a map of these parcels has been included in the attached Appendix "E". Consistent with a previous staff report, Blocks 131, 137 and 138 are to be purchased at the standard CP-9 Parkland Dedication By-law rate.

PARK PARCELS

Parcel	Size (Ha)	Zoning	Value based on...	\$/Ha	Value
Block 131 – Valley Corridor	2.80 ha	OS5	CP-9 By-law	\$16,037	\$44,903.00
Block 137 – TVP Access	0.26 Ha	OS1	CP-9 By-law	\$432,420	\$114,248.80
Block 138 – Neighbourhood Park	0.42 Ha	OS1	CP-9 By-law	\$432,420	\$181,277.30
				Total:	\$340,429.70

The Agreement of Purchase and Sale for Block 131 is attached as Appendix "B".

The Agreement of Purchase and Sale for Blocks 137 & 138 is attached as Appendix “C”.

2.2 Additional Lands

At the time of Draft Plan Approval of 39T-05505 for this subdivision in 2006, Block 131 was created along the river and a specific clause was drafted requiring the construction of the Thames Valley Parkway in this Block. The pathway was to have been constructed on non-floodplain lands, historically used as a farm field, but within the UTRCA hazard limit from the river’s edge. The connecting pathway is located in the actual floodplain from west of Highbury Avenue to the Forks of the Thames and beyond. In 2016, while reviewing the design drawings for the first phase of development of 33M-757, the UTRCA notified the developer and City, that the Thames Valley Parkway could not be constructed within the “Hazard Lands” within the Valley Corridor Block 131 (as required by Draft Plan of Subdivision Condition 79).

The installation of asphalt pathways and wood chip trails are considered “development” by the UTRCA and so therefore could not be constructed in the hazard lands. As a result, late in the development process, the City was required to negotiate with Drewlo Holdings Inc. to acquire additional developable tablelands. To keep the subdivision approval process proceeding and to resolve this issue, the developer agreed to sell additional lands to the City – Blocks 135 and 147, as shown on the attached Appendix “E”. The required TVP pathway has been recently constructed by the developer as part of the development process on the “additional lands”, outside of the Thames valley.

As a result, the City will incur \$372,317 in new unplanned costs to acquire the additional tableland developable Parcels (below) to construct the Thames Valley Parkway. This acquisition can be accommodated through funding as described below, however future and on-going expenditures to acquire additional developable table lands within plans of subdivision outside of the Thames valley has not been built into the scope of the Reserve Fund. Additionally, this unanticipated cost will decrease available funding to acquire needed parkland elsewhere, compromising the City’s ability to enhance our parks system for the residents of London.

ADDITIONAL LANDS

Parcel	Size (Ha)	Zoning	Value based on...	\$/Ha	Value
Block 135 – Pathway Set-back	0.09 Ha	R5-7, R6-5, 5-54	Otto Inc. Appraisal	\$1,540,000	\$141,678.30
Block 147 – Pathway Corridor	0.15 Ha	R5-7, R6-5, h-54	Otto Inc. Appraisal	\$1,540,000	\$230,638.70
				Total:	\$372,317.00

The Agreement of Purchase and Sale for Block 135 and 147 is attached as Appendix “D”.

3.0 Financial Impact/Considerations

3.1 Sources of Funding

Funding for these land acquisitions will be drawn from the Woodland Acquisition and Management Reserve Fund and the Parkland Acquisition Reserve Fund, as follows:

Woodland Acquisition and Management Reserve Fund	
Block 131	\$44,903.60
Subtotal	\$44,903.60
Parkland Acquisition Reserve Fund	
Block 137	\$114,248.80
Block 138	\$181,277.30
Block 135	\$141,678.30
Block 147	\$230,638.70
Subtotal	\$667,843.10
Total	\$712,746.70

The purpose of these reserve funds is to provide funding for woodland and parkland acquisitions, such as the currently recommended purchases, as they arise. The Source of Financing for these purchases is attached as Appendix "A".

The City will incur additional Operational costs with the assumption of new parklands. These costs will be submitted through the 2021 assessment growth process.

Conclusion

The recommended land acquisitions complete the required processes to secure suitable parkland for the Edge Valley Subdivision and ensure that the Thames Valley Parkway can continue to be extended along the river valley edge. Drewlo Holdings Inc. has identified the additional Blocks and constructed the pathway, as required.

Phase II of the Drewlo Holdings' Edge Valley subdivision is currently in the initial planning stage. Another small park parcel will be added to the current park and will need to be purchased. At this time, it is anticipated that the City will be in the same position regarding the Thames Valley Parkway routing with the current UTRCA policy and planning review approach, and that additional tablelands will need to be purchased.

The importance of the Thames Valley Parkway and our overall pathway and trails systems was recently reconfirmed in the London Plan, supported by an Environmental Assessment for pathway routes in the city. The Civic Administration plans to meet with the General Manager of the Upper Thames River Conservation Authority to better understand their policy approach regarding pathways and trails to ensure coordination with London's planning and policy framework for expanding our pathway and trail systems, and for the continued recreational use of the Thames valley.

**Prepared / Submitted by: Andrew Macpherson, Division Manager
Parks Planning & Design**
Concurred by: Bill Warner, Manager Realty Services
**Recommended by: Scott Stafford, Managing Director,
Parks & Recreation Services**

Appendix "A"

APPENDIX "A"

Chair and Members
Community and Protective Services Committee

#20150
December 15, 2020
(Property Acquisition)

RE: Property Acquisition
(Subledger Block 131 - LD200059, Block 135 - LD200060, Block 137 - LD190033
Block 138 - LD190034, Block 147 - LD190037)
Capital Project PK273520 - Parkland Acquisition
Capital Project PK275520 - Woodland Property Acquisition

FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:

Finance & Corporate Services confirms that the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget and that, the detailed source of financing for this project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
<u>PK273520 - Parkland Acquisition</u>					
Land Acquisition	\$749,146	\$688,240	\$1,437,386	\$749,146	\$688,240
Construction	\$13,000		\$13,000		
City Related Expenses	67,000		67,000	67,000	0
	<u>829,146</u>	<u>688,240</u>	<u>1,517,386</u>	<u>816,146</u>	<u>688,240</u>
<u>PK275520 - Woodland Property Acquisition</u>					
Land Acquisition	347,097	45,923	393,020	347,097	45,923
NET ESTIMATED EXPENDITURES	<u>\$1,176,243</u>	<u>\$734,162</u>	<u>\$1,910,405</u>	<u>\$1,163,243</u> ¹⁾	<u>\$734,162</u>

SOURCE OF FINANCING

<u>PK273520 - Parkland Acquisition</u>					
Drawdown from Parkland R.F.	2) \$829,146	\$688,240	\$1,517,386	\$816,146	\$688,240
<u>PK275520 - Woodland Property Acquisition</u>					
Drawdown from Woodland Acquisition 2) and Management Reserve Fund	347,097	45,923	393,020	347,097	45,923
TOTAL FINANCING	<u>\$1,176,243</u>	<u>\$734,162</u>	<u>\$1,910,405</u>	<u>\$1,163,243</u>	<u>\$734,162</u>

1) <u>Financial Note:</u>	<u>PK273520</u>	<u>PK275520</u>	<u>Total</u>
Purchase Cost	\$667,843	\$44,903	\$712,746
Add: Land Transfer Tax	8,493	225	8,717
Add: HST @13%	87,924	5,867	93,791
Less: HST Rebate	(76,020)	(5,072)	(81,092)
Total Purchase Cost	<u>\$688,240</u>	<u>\$45,923</u>	<u>\$734,162</u>

2) The additional funding is available as separate drawdowns from the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund. The uncommitted balances in the Woodland Acquisition and Management Reserve Fund and the Parkland Reserve Fund will be approximately \$2.2 million and \$2.1 million respectively with the approval of this project.

kw

Kyle Murray
Director, Financial Planning & Business Support

Appendix "B"

Agreement of Purchase and Sale Block 131

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address BLOCK 131 on Plan 33M-757

Location EAST SIDE OF Highbury Ave. ON THE NORTH SIDE OF
EDGEVALLEY ROAD.

Measurements IRREGULAR (6.91 acres / 2.8 ha)

Legal Description: BLOCK 131, PLAN 33M-757; CITY OF LONDON, BEING ALL OF PIN
08146-1335 (LT) and further shown highlighted in red in the plan attached
in Schedule "A" ("the Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FORTY FOUR THOUSAND NINE HUNDRED AND THREE DOLLARS CDN (\$44,903.00) payable as follows:
 - a) Deposit amount of Two Dollars CDN (\$2.00) payable to the Vendor's Solicitor In Trust;
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **January 15th, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **February 15th, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **February 26th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

Appendix "B" Cont'd
Agreement of Purchase and Sale Block 131

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

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

**Appendix "B" Cont'd
Agreement of Purchase and Sale Block 131**

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS
HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER
SIGNING OFFICERS, as the case may be) this 26th day of NOVEMBER, 2020.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 

Name: ALLAN DREWLO

Title: PRESIDENT

Per: _____

Name: _____

Title: _____

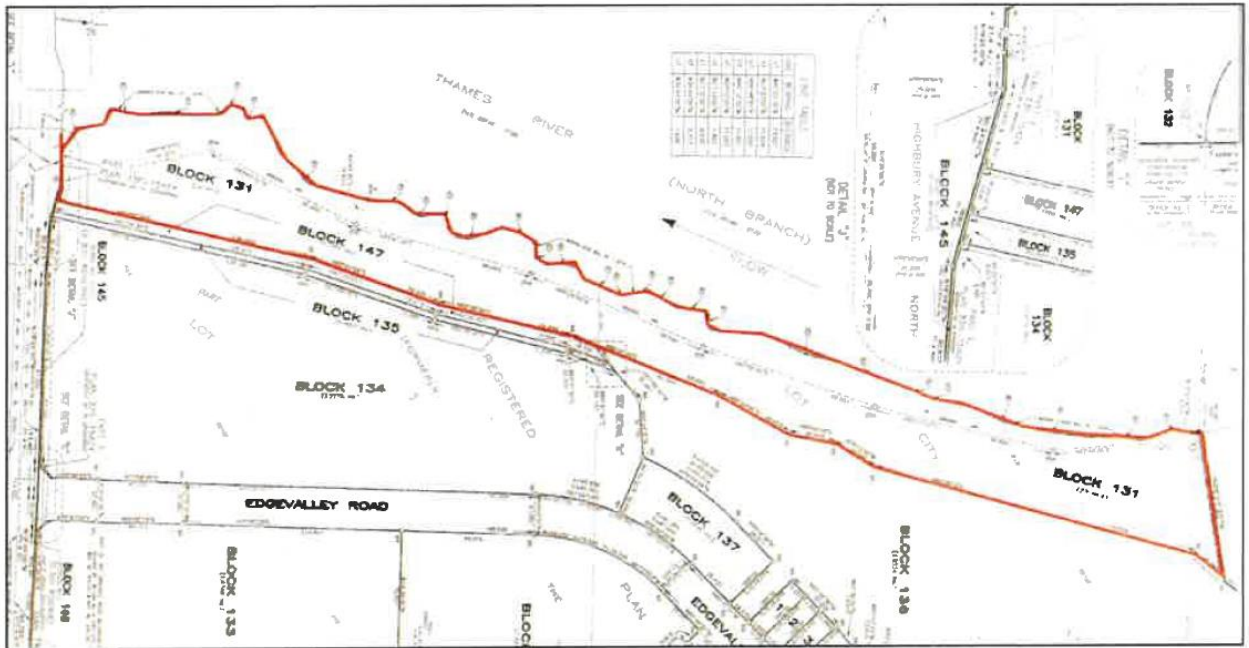
I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304, Fax: 519-672-2674
PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

Appendix "B" Cont'd
Agreement of Purchase and Sale Block 131

SCHEDULE "A"

THE PROPERTY
BLOCK 131 PN PLAN 33M-757



Appendix "B" Cont'd
Agreement of Purchase and Sale Block 131

SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on February 15th, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."

Appendix "C"
Agreement of Purchase and Sale Block 137 & 138

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 27th day of November, 2020

BETWEEN:

DREWLO HOLDINGS INC.
(the "Vendor")

OF THE FIRST PART;

-- and --

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

OF THE SECOND PART;

WHEREAS:

- A. Drewlo Holdings Inc. (the "Vendor") transferred the lands legally described as: Block 137, Plan 33M757; and Block 138, Plan 33M757; City of London, being all of PINs 08146-1341 and 08146-1342 (the "Lands"), to The Corporation of the City of London (the 'Purchaser') by way of Transfer receipted as Instrument No. ER1240555 on June 21st, 2019;
- B. The original transfer of the Lands was completed for nominal consideration in satisfaction of parkland dedication requirements under the *Planning Act*, R.S.O. 1990, c. P.13, pursuant to the terms of a subdivision agreement dated January 17th, 2018;
- C. The parties have subsequently determined that, as a result of previous parkland dedications provided in relation to the Edgvalley lands, the transfer of the Lands exceeded the Purchaser's entitlements for parkland dedication under the *Planning Act*, and, accordingly, consideration for the transfer of the Lands is due and owing to the Vendor in accordance with the City of London's Parkland Conveyance and Levy By-law - CP-9;
- D. The parties have agreed to enter into this Agreement to formalize the terms of the purchase of the Lands;

NOW THEREFORE in consideration of the mutual covenants and consideration set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:


- 1. **PURCHASE PRICE:** In consideration of the Vendor's transfer of the Lands to the Purchaser, the Purchaser shall pay to the Vendor the total amount of **Two Hundred Ninety-Five Thousand Dollars, Five Hundred Twenty-Six Dollars and Ten Cents (\$295,526.10)**, representing:
 - a. \$114,248.80 - Purchase Price for the sale of Block 137, Plan 33M757; and
 - b. \$181,277.30 - Purchase Price for the sale of Block 138, Plan 33M757.

Appendix "C" Cont'd
Agreement of Purchase and Sale Block 137 & 138

2. **CLOSING DATE:** The Purchase Price shall be provided to the Vendor, by cheque, no later than **4:30 PM on January 15th, 2021**.
3. **RELEASE OF INTEREST:** The Purchaser and Vendor acknowledge that the Purchase Price represents the total consideration owing to the Vendor in relation the purchase of the Lands and, in consideration of such payment, the Vendor shall release the Purchaser, their agents, successors and assignees from any claims the Purchaser may have in relation to the transfer of the Lands to the Purchaser, known or unknown, now or in the future.
4. **RESIDENCY:** The Vendor represents and warrants that the Vendor is a resident of Canada within the meaning of the *Income Tax Act (Canada)*. On or before the Closing Date, the Vendor shall provide the Purchaser a statutory declaration confirming the Vendor is not a non-resident of Canada in accordance with s.116 of the *Income Tax Act (Canada)*.
5. **HST:** The parties agree that this transaction is subject to Harmonized Sales Tax (HST), which shall be in addition to the sale price. On or before the Closing Date, the Purchaser shall provide the Vendor an HST Certificate and Indemnity in the Purchaser's standard form, confirming the Purchaser is an HST registrant and shall self-assess any HST payable as a result of this transaction.
6. **SUCCESSORS AND ASSIGNS:** This Agreement shall ensure to the benefit of and be binding upon that parties and their respective successors and assigns.
7. **AGREEMENT IN WRITING:** This Agreement constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by the signatures of their properly authorized officers.


Witness

DREWLO HOLDINGS INC.

Per: Allan Drewlo
I have authority to bind the Corporation.

Nov. 27, 2020
Date

Appendix "C" Cont'd
Agreement of Purchase and Sale Block 137 & 138

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304 Fax: 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 Ext. 5018 Fax: 519-661-5530

Appendix "D"
Agreement of Purchase and Sale Block 135 & 147

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address BLOCKS 135 & 147 in Plan 33M-757

Location EAST SIDE OF Highbury Ave. ON THE NORTH SIDE OF
EDGEVALLEY ROAD.

Measurements IRREGULAR BLOCKS: BLOCK 135 (0.22 ACRES / 0.09 HA) & BLOCK
147 (0.36 ACRES / 0.149 HA)

Legal Description: Firstly: BLOCK 135 IN PLAN 33M-757; LONDON BEING ALL OF PIN
08146-1339 (LT) and Secondly: BLOCK 147 IN PLAN 33M-757;
LONDON, BEING ALL OF PIN 08146-1351 (LT) and further shown
highlighted in red in the plan attached in Schedule "A" ("the Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be THREE HUNDRED AND SEVENTY TWO THOUSAND THREE HUNDRED AND SEVENTEEN DOLLARS CDN (\$372,317.00) payable as follows:
 - a) Deposit amount of Two Dollars CDN (\$2.00) payable to the Vendor's Solicitor In Trust;
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **January 15th, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **February 15th, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **February 26th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively

Appendix "D" Cont'd
Agreement of Purchase and Sale Block 135 & 147

deemed to have accepted Vendor's title to the Property .

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

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No.
_____ of the Council of The Corporation of the City of London

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix "D" Cont'd
Agreement of Purchase and Sale Block 135 & 147

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 26th day of NOVEMBER, 2020.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 

Name: ALLAN DREWLO

Title: PRESIDENT

Per: _____

Name: _____

Title: _____

I/We Have the Authority to Bind the Corporation

I/We Have the Authority to Bind the Corporation

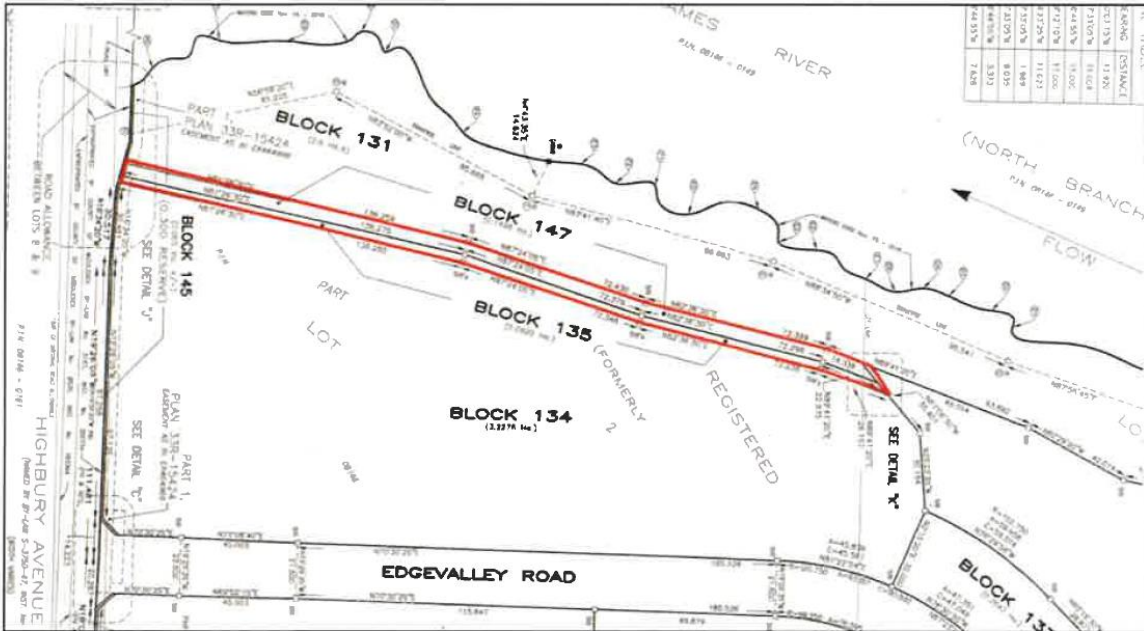
VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304, Fax: 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

**Appendix "D" Cont'd
 Agreement of Purchase and Sale Block 135 & 147**

SCHEDULE "A"

**THE PROPERTY
 BLOCKS 135 AND 147 ON PLAN 33M-757**



Appendix "D" Cont'd
Agreement of Purchase and Sale Block 135 & 147

SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on February 15th, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."

Appendix "E"

33M-757, Edge Valley Development



Appendix "F"

Bill No.

By-law No.

A by-law to authorize and approve Purchase and Sale Agreements between The Corporation of the City of London (the "City") and Drewlo Holdings Inc., to sell to the City Blocks 131, 135, 137, 138 and 147 in Registered Plan 33M-757, and to authorize the, Mayor and the City Clerk to execute the Agreements.

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 it is deemed expedient for The Corporation of the City of London (the "City") to enter into Agreement of Purchase and Sale Agreements with Drewlo Holdings Inc. for Blocks 131, 135, 137, 138 and 147 in Registered Plan 33M-757 (the "Agreements");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreements on behalf of the City;

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

1. The Agreements attached as Schedule "A" to this by-law, being Purchase and Sale Agreements between the City and Drewlo Holdings Inc. for Blocks 131, 135, 137, 138 and 147 in Registered Plan 33M-757 are hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreements authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading -
Second Reading -
Third Reading –

Schedule "A"

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address BLOCK 131 on Plan 33M-757

Location EAST SIDE OF Highbury Ave. ON THE NORTH SIDE OF
EDGEVALLEY ROAD.

Measurements IRREGULAR (6.91 acres / 2.8 ha)

Legal Description: BLOCK 131, PLAN 33M-757; CITY OF LONDON, BEING ALL OF PIN
08146-1335 (LT) and further shown highlighted in red in the plan attached
in Schedule "A" ("the Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FORTY FOUR THOUSAND NINE HUNDRED AND THREE DOLLARS CDN (\$44,903.00) payable as follows:
 - a) Deposit amount of Two Dollars CDN (\$2.00) payable to the Vendor's Solicitor In Trust;
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **January 15th, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **February 15th, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **February 26th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS
HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER
SIGNING OFFICERS, as the case may be) this 26th day of NOVEMBER, 2020.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 

Name: ALLAN DREWLO

Title: PRESIDENT

Per: _____

Name: _____

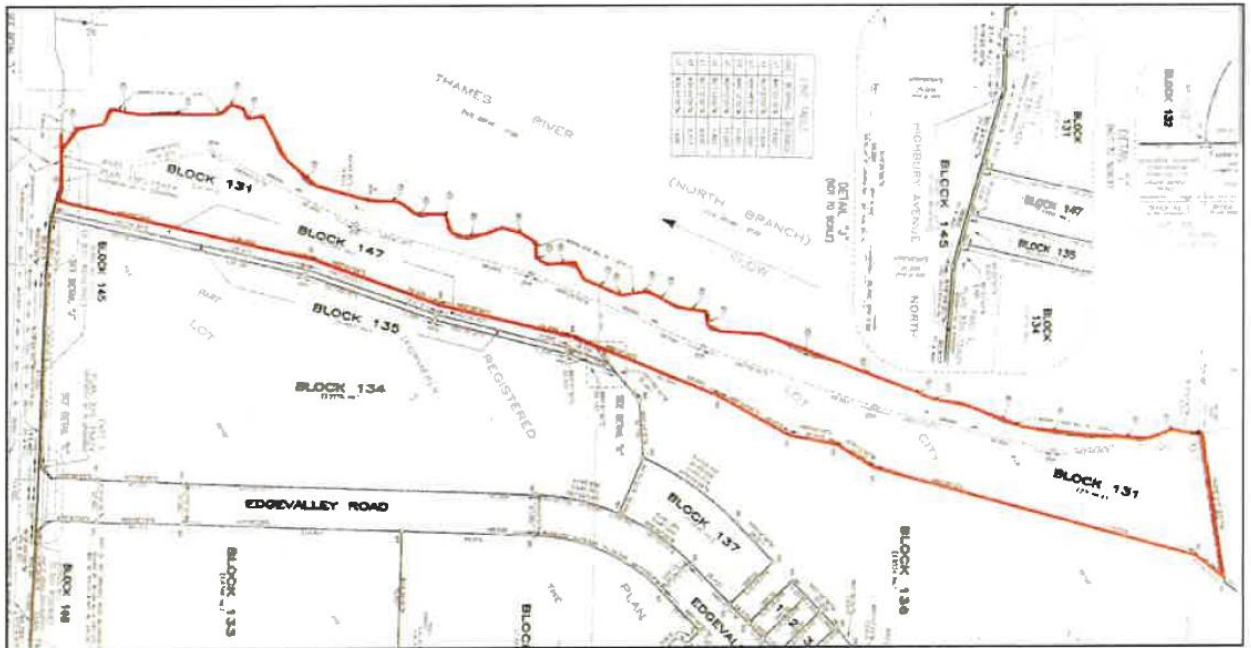
Title: _____

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304, Fax: 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A"
THE PROPERTY
BLOCK 131 PN PLAN 33M-757



SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on February 15th, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 27th day of November, 2020

BETWEEN:

DREWLO HOLDINGS INC.
(the "Vendor")

OF THE FIRST PART;

-- and --

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

OF THE SECOND PART;

WHEREAS:

- A. Drewlo Holdings Inc. (the "Vendor") transferred the lands legally described as: Block 137, Plan 33M757; and Block 138, Plan 33M757; City of London, being all of PINs 08146-1341 and 08146-1342 (the "Lands"), to The Corporation of the City of London (the "Purchaser") by way of Transfer receipted as Instrument No. ER1240555 on June 21st, 2019;
- B. The original transfer of the Lands was completed for nominal consideration in satisfaction of parkland dedication requirements under the *Planning Act*, R.S.O. 1990, c. P.13, pursuant to the terms of a subdivision agreement dated January 17th, 2018;
- C. The parties have subsequently determined that, as a result of previous parkland dedications provided in relation to the Edgevalley lands, the transfer of the Lands exceeded the Purchaser's entitlements for parkland dedication under the *Planning Act*, and, accordingly, consideration for the transfer of the Lands is due and owing to the Vendor in accordance with the City of London's Parkland Conveyance and Levy By-law - CP-9;
- D. The parties have agreed to enter into this Agreement to formalize the terms of the purchase of the Lands;

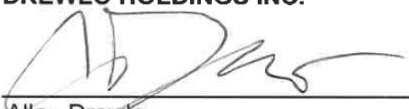
NOW THEREFORE in consideration of the mutual covenants and consideration set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. **PURCHASE PRICE:** In consideration of the Vendor's transfer of the Lands to the Purchaser, the Purchaser shall pay to the Vendor the total amount of **Two Hundred Ninety-Five Thousand Dollars, Five Hundred Twenty-Six Dollars and Ten Cents (\$295,526.10)**, representing:
 - a. \$114,248.80 - Purchase Price for the sale of Block 137, Plan 33M757; and
 - b. \$181,277.30 - Purchase Price for the sale of Block 138, Plan 33M757.

2. **CLOSING DATE:** The Purchase Price shall be provided to the Vendor, by cheque, no later than **4:30 PM on January 15th, 2021.**
3. **RELEASE OF INTEREST:** The Purchaser and Vendor acknowledge that the Purchase Price represents the total consideration owing to the Vendor in relation the purchase of the Lands and, in consideration of such payment, the Vendor shall release the Purchaser, their agents, successors and assignees from any claims the Purchaser may have in relation to the transfer of the Lands to the Purchaser, known or unknown, now or in the future.
4. **RESIDENCY:** The Vendor represents and warrants that the Vendor is a resident of Canada within the meaning of the *Income Tax Act (Canada)*. On or before the Closing Date, the Vendor shall provide the Purchaser a statutory declaration confirming the Vendor is not a non-resident of Canada in accordance with s.116 of the *Income Tax Act (Canada)*.
5. **HST:** The parties agree that this transaction is subject to Harmonized Sales Tax (HST), which shall be in addition to the sale price. On or before the Closing Date, the Purchaser shall provide the Vendor an HST Certificate and Indemnity in the Purchaser's standard form, confirming the Purchaser is an HST registrant and shall self-assess any HST payable as a result of this transaction.
6. **SUCCESSORS AND ASSIGNS:** This Agreement shall ensure to the benefit of and be binding upon that parties and their respective successors and assigns.
7. **AGREEMENT IN WRITING:** This Agreement constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by the signatures of their properly authorized officers.


Witness

DREWLO HOLDINGS INC.

Per: Allan Drewlo
I have authority to bind the Corporation.

Nov. 27, 2020
Date

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304 Fax: 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 Ext. 5018 Fax: 519-661-5530

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: DREWLO HOLDINGS INC.

REAL PROPERTY:

Address BLOCKS 135 & 147 in Plan 33M-757

Location EAST SIDE OF Highbury Ave. ON THE NORTH SIDE OF
EDGEVALLEY ROAD.

Measurements IRREGULAR BLOCKS: BLOCK 135 (0.22 ACRES / 0.09 HA) & BLOCK
147 (0.36 ACRES / 0.149 HA)

Legal Description: Firstly: BLOCK 135 IN PLAN 33M-757; LONDON BEING ALL OF PIN
08146-1339 (LT) and Secondly: BLOCK 147 IN PLAN 33M-757;
LONDON, BEING ALL OF PIN 08146-1351 (LT) and further shown
highlighted in red in the plan attached in Schedule "A" ("the Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be THREE HUNDRED AND SEVENTY TWO THOUSAND THREE HUNDRED AND SEVENTEEN DOLLARS CDN (\$372,317.00) payable as follows:
 - a) Deposit amount of Two Dollars CDN (\$2.00) payable to the Vendor's Solicitor In Trust;
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **January 15th, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **February 15th, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **February 26th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively

deemed to have accepted Vendor's title to the Property .

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

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS
HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER
SIGNING OFFICERS, as the case may be) this 26th day of NOVEMBER, 2020.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 

Name: ALLAN DREWLO

Title: PRESIDENT

Per: _____

Name: _____

Title: _____

I/We Have the Authority to Bind the Corporation

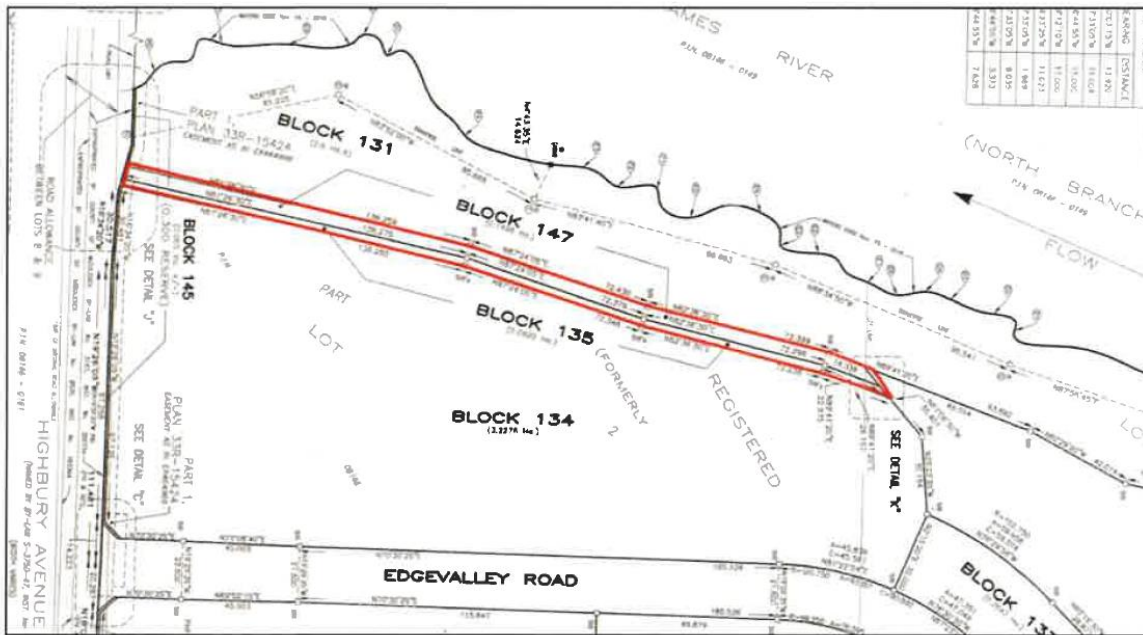
I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 Ext. 7304, Fax: 519-672-2674

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

SCHEDULE "A"

THE PROPERTY
BLOCKS 135 AND 147 ON PLAN 33M-757



SCHEDULE "B"
ADDITIONAL CONDITIONS

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on February 15th, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **AS IS, WHERE IS:** The Purchaser acknowledges that pursuant to the terms hereof it will have an opportunity to complete such inspections of the condition of the Property as it deems appropriate to be satisfied with regard to same. No representation, warranty or condition is expressed or can be implied as to title, zoning or building by-law compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property, save and except as expressly provided for in the Agreement."

Subject: [EXTERNAL] delegation request Dec. 15 CPSC meeting

I am requesting delegation status for the December 15 CPSC meeting to represent the following issue to Committee

Through the media, the city announced an extension of the 2 free hours parking program but did not announce that this free parking was only available through an APP and/or Honk Mobile. This was also not made clear on the City of London website.

The program is actually not free because the city receives a kick back when they steer residents to the APP. The exchange for free parking is the release of their personal data for the purpose of data mining to be used at the discretion of the APP owner.

It is a transaction, perhaps deceitful because the city did not disclose fully through its communications that it was not free to all residents but only to those residents using an APP and that their personal information would be used for the purpose of data mining by the App owner. In exchange the city receives some sort of financial kick back.

The Budget Office, supported the 2 hour free parking to encourage shoppers and avoid contact on surfaces. It was both a safety measure and an effort to support local businesses. Somewhere in its implementation it became a financial opportunity for the city.

Instinctively, I believed this was discriminatory based on income but perhaps it is more about 'bad faith' than inequality.

Thank You for the opportunity to speak to this matter publicly.

AnnaMaria



Ms. Cathy Saunders
City Clerk
City of London
300 Dufferin Ave.
London, ON N6A 4L9

November 24, 2020

Dear Ms. Saunders,

On behalf of the Board of Directors of the Eldon House Corporation, and in response to your recent request, I am writing to provide awareness of and background to a motion that was carried at our Board meeting on May 21, 2020.

As you know, the Eldon House Corporation operates with a Board of nine Directors appointed by City Council. Latterly, the Board Executive – formed as a committee by the Board, with the goal of discussion policy decisions in a smaller, more informed group before bringing them to the full Board for final decisions – has consisted of the Chair, Vice Chair, Treasurer and Secretary. At that meeting, the Board agreed the following:

A still-serving former Chair may sit on the Executive in the role of Past Chair, as a means of mentoring new officers.

The goal of this measure is to provide continuity in Eldon House's leadership, ensuring the institutional knowledge and experience built up by a Past Chair could be accessed quickly and efficiently by current office-bearers in key roles. We believe it is a positive move for Eldon House and hope it will be endorsed by the City.

Sincerely

Mike Donachie
Board Chair

cc. Theresa Regnier, Board Secretary

Chair and Committee Members
Community and Protective Services Committee
City of London
300 Dufferin Ave
London, ON N6B 1Z2

Re: discussion on our priorities for this council year

Dear colleagues:

Maintaining a clear focus on our top priorities is always important, but it is even more important now as city staff, charities and nonprofits, businesses and residents are adapting to the impacts of the coronavirus pandemic. People are stressed, worried and tired. City staff are doing a remarkable job progressing on so many of the priorities in our strategic plan.

I hope we can have a discussion at this meeting about what we want to focus on as a committee over the next 12 months and what we do not want to focus on. I know that all of the service areas that report to CPSC are worthwhile and important, but in this next year, which are the ones we want to focus on in terms of change or new initiatives?

I look forward to our discussion.

Regards,
Jesse

Chair, Community and Protective Services Committee
Councillor, Ward 4

DEFERRED MATTERS

COMMUNITY AND PROTECTIVE SERVICES COMMITTEE

as of December 7, 2020

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
1.	<p><u>Salvation Army Commissioning</u> That the communication dated February 26, 2018, from B. Miller, with respect to a request to install a bronze plaque in Victoria Park to acknowledge and thank the Salvation Army for over 130 years of service in the City of London, BE REFERRED to the Civic Administration for consideration and a report back to the Community and Protective Services Committee as to what options are currently in place to facilitate the recognition or a new type of recognition.</p>	March 20, 2018	Q2 2021	S. Stafford	
2.	<p><u>Municipal Implementation of Legalized Cannabis - Cannabis Licence Act, 2018</u> That, on the recommendation of the Director of Community and Economic Innovation, with the concurrence of the City Manager, the following actions be taken with respect to the municipal implementation of legalized cannabis: d) the Civic Administration BE DIRECTED to continue monitor impacts associated with recreational cannabis and report back to the Community and Protective Services Committee no later than April 2020</p>	December 10, 2018	Q1/Q2 2021	G. Kotsifas	
3.	<p><u>Proposed Accessible Vehicle for Hire Incentive Program – Update</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official the following actions be taken with respect to the staff report dated September 10, 2019 related to an update on a proposed accessible vehicle for hire incentive program:</p>	September 10, 2019	TBD	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	b) the Civic Administration BE DIRECTED to hold a public participation meeting at a future meeting of the Community and Protective Services Committee with respect to amending the Vehicle for Hire By-law to make the necessary changes to implement an incentive program for accessible vehicles for hire.				
4.	<p><u>Special Events Policies and Procedure Manual</u> That the following actions be taken with respect to the "Special Events Policies and Procedure Manual":</p> <p>a) the communication dated September 6, 2019 from Councillor A. Kayabaga, with respect to the "Special Events Policies and Procedures Manual" BE RECEIVED; and,</p> <p>b) the Civic Administration BE DIRECTED to review the City's "Special Events Policies and Procedures Manual" and report back on possible amendment to the Manual to address the following matters:</p> <p>i) the disruption caused by special events being held in the evenings prior to a work and/or school day;</p> <p>ii) the application of the same rules/restrictions that are in place for Victoria Park to Harris Park; and,</p> <p>iii) increased fines and penalties for special events that contravene the Manual.</p>	September 10, 2019	February 2021	S. Stafford	
5.	<p><u>Proposed Core Area Action Plan</u> That, on the recommendation of the Managing Director, Planning and City Planner, and the City Manager, the following actions be taken with respect to the proposed Core Area Action Plan:</p> <p>e) the Civic Administration BE DIRECTED to report back to the Community and Protective Services Committee with respect to clarification as to proposed wording that would be included on any "Kindness Meters";</p>	November 12, 2019	Q4, 2021	G. Barrett	<p>Implementation delayed due to COVID-19 impacts. New target date: Q4 2021</p> <p>PEC Report July 14, 2020 https://pub-london.escribemeetings.com/filestream.ashx?DocumentId=73475</p>

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
6.	<p><u>Tow Truck Operator Licence – Business Licence By-Law L.131-16</u> That the proposed by-law, as appended to the staff report dated December 3, 2019, with respect to the addition of a new category, definition, and fees to the Business Licence By-law BE REFERRED back to the Civic Administration for further consultation with stakeholders and the London Police Services Board and a report back to the Community and Protective Services Committee no later than Q2 of 2020; it being noted that the <u>attached</u> presentation from N. Musicco, Specialist I, Municipal Policy, was received with respect to this matter;</p>	December 3, 2019	Q4, 2020/Q1 2021	G. Kotsifas O. Katolyk N. Musicco	
7.	<p><u>Swimming Pool Fence By-law - Proposed Amendments</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Swimming Pool Fence By-law: a) the Civic Administration BE DIRECTED to prepare amendments to the Swimming Pool Fence By-law to modernize the regulations and enhance public safety and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and, b) the above-noted staff report BE RECEIVED.</p>	February 19, 2020	Q1 2021	G. Kotsifas O. Katolyk	
8.	<p><u>Vacant Buildings By-law</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to the Vacant Buildings By-law: a) the Civic Administration BE DIRECTED to prepare amendments to the Vacant Buildings By-law to implement a registry of vacant buildings with</p>	February 19, 2020	Q1, Q2 2021	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>associated fees and a proactive enforcement protocol and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,</p> <p>b) the above-noted staff report BE RECEIVED.</p>				
9.	<p><u>Property Standards By-law - Proposed Amendments</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to proposed amendments to the Property Standards By-law:</p> <p>a) the Civic Administration BE DIRECTED to prepare amendments to the Property Standards By-law to modernize the regulations and enhance heritage related matters and hold a public participation meeting at a future meeting of the Community and Protective Services Committee; and,</p> <p>b) the above-noted staff report BE RECEIVED.</p>	February 19, 2020	Q4 2020	G. Kotsifas O. Katolyk	
10.	<p><u>Suppressing Crime Through Business Licensing Regulations - Theft of Gasoline and Scrap Metal</u> That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to suppressing crime through business licensing regulations for the theft of gasoline and scrap metal:</p> <p>a) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare amendments to the Business Licensing By-law to address the issues of gasoline theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue to consult with the affected Licensees and prepare</p>	February 19, 2020	Q1 2021	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	<p>amendments to the Business Licensing By-law to address the issues of scrap metal theft and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>c) the above-noted staff report BE RECEIVED;</p> <p>d) the Mayor BE REQUESTED to encourage the provincial government to review the request from the Ontario Association of Chiefs of Police, within the above-noted staff report, to implement a province-wide regulation related to pre-payment technology to counter gas theft in Ontario; and,</p> <p>e) the request for delegation, as appended to the agenda, from C. Gelin, Specialized Recycling Inc., BE REFERRED to the future public participation meeting with respect to this matter;</p> <p>it being noted that communications from J. Stewart, Canadian Independent Petroleum Marketers Association and C. Gelin, Specialized Recycling Inc., as appended to the Added Agenda, with respect to this matter, were received.</p>				
11.	<p><u>Short-Term Accommodations - Proposed Regulations</u></p> <p>That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated February 19, 2020 related to short-term accommodations:</p> <p>a) the Civic Administration BE DIRECTED to amend all necessary by-laws to address short-term accommodations and hold a public participation meeting at a future meeting of the Community and Protective Services Committee;</p> <p>b) the Civic Administration BE DIRECTED to continue consulting with short-term accommodation platforms on the further collection of Municipal Accommodation Tax; and,</p> <p>c) the above-noted staff report BE RECEIVED;</p> <p>it being noted that a communication from G. Webster, as appended to the Added Agenda, as well as the</p>	February 19, 2020	Q1 2021	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	attached presentation from N. Musicco, Specialist I, Municipal Policy, with respect to this matter, were received.				
12.	<p><u>New Licensing and Licensing Renewal Requirements</u></p> <p>That the following actions be taken with respect to the payment of new licensing and licensing renewal requirements:</p> <p>a) the Civic Administration BE DIRECTED to defer payment of the required licence fee for new applications for Food Premises business licences under the Business Licensing By-law L.-131-15, as amended, for three months from the date of the issuance of the licence;</p> <p>b) the Civic Administration BE DIRECTED to defer payment of the required licensing renewal fee for Cab Drivers, Cab Owners, Accessible Cab Owners, Accessible Cab Drivers and Limousine Owners under the Vehicle for Hire By-law L.-130-71, as amended, for three months from the date of the expiry of the current licence;</p> <p>c) the Civic Administration BE DIRECTED to report back on other actions that could be taken to reduce the burden on other businesses that have been impacted by COVID-19; it being noted that these actions are being taken to ease the financial impacts on those businesses and services that have been deemed to be essential and non-essential services by the Federal and Provincial Governments; and,</p> <p>d) subject to the approval of a) and b) above, the City Clerk BE DIRECTED to bring forward the required amendments to the Business Licensing By-law L.-131-15, as amended and the Vehicle for Hire By-law L.-130-71, as amended, to implement the above-noted changes.</p>	March 31, 2020	Q4 2020/Q1 2021	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
13.	<p><u>Holy Roller Tank Memorial - Councillor S. Lewis</u> That the following actions be taken with respect to the communication dated May 8, 2020 from Lt. Col. A. Finney, 1st Hussars and the communication from Councillor S. Lewis, appended to the agenda, with respect to the restoration of the Holy Roller tank memorial in Victoria Park:</p> <p>a) the concurrence of Municipal Council BE COMMUNICATED to the Commanding Officer of the 1st Hussars to permit a major preservation of the Holy Roller memorial;</p> <p>b) the Civic Administration BE AUTHORIZED to investigate all necessary steps to work with the 1st Hussars Calvary Fund to allow private donations to be received for the cost of this project;</p> <p>c) the Civic Administration BE REQUESTED to report back at a future meeting of the Community and Protective Services Committee with a recommendation for other partnership measures that could be undertaken by the City of London, itself, toward this restoration effort in recognition of the historical significance of this municipally owned asset; and,</p> <p>d) the above-noted communications, with respect to this matter, BE RECEIVED (2020-R01)</p>	May 26, 2020	TBD	S. Stafford	
14.	<p><u>Joan's Place New Addition Campaign - Request for Council Endorsement</u> That the Mayor BE REQUESTED to advocate the capital campaign of the Youth Opportunities Unlimited Joan's Place New Addition to the Provincial and Federal governments; it being noted that the communication from S. Cordes, Youth Opportunities Unlimited, dated June 23, 2020, with respect to this matter, was received.</p>	July 15, 2020	TBD	Mayor A. Thompson	
15.	<p><u>Residential Video Surveillance By-law</u> That the communication, dated July 2020, from D. Johnstone, with respect to a by-law to protect individuals being video recorded in their own private residential backyards BE REFERRED to the Civic</p>	July 15, 2020	Q1 2021	G. Kotsifas O. Katolyk	

File No.	Subject	Request Date	Requested/Expected Reply Date	Person Responsible	Status
	Administration for review and a report back at a future meeting of the Community and Protective Services Committee with a delegation from D. Johnstone at that time.				
16.	<p><u>Graphic, Unsolicited Flyer Deliveries to Residential Properties</u></p> <p>That the following actions be taken with respect to graphic, unsolicited flyer deliveries to residential properties:</p> <p>a) the Civic Administration BE DIRECTED to investigate options to address community concerns around graphic, unsolicited flyer deliveries to residential properties and report back to a future meeting of the Community and Protective Services Committee, outlining information and options including, but not limited to:</p> <p>i) steps taken by other municipalities with respect to this matter; and,</p> <p>ii) potential amendments to the existing municipal nuisance by-law or introduction of a new by-law with respect to this matter;</p> <p>b) the communication, dated November 1, 2020, from Councillor van Holst, with respect to this matter, BE REFERRED to the Civic Administration for consideration;</p> <p>c) the delegation request by M. McCann, London Against Abortion, BE REFERRED to a future public participation meeting with respect to this matter; it being noted that a communication from M. McCann, dated October 30, 2020, with respect to this matter, was received;</p>	November 3, 2020	Q3 2021	G. Kotsifas O. Katolyk	