



London
CANADA

Council Minutes

6th Meeting of City Council
March 5, 2024, 1:00 PM

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

Also Present: L. Livingstone, A. Barbon, C. Cooper, S. Corman, K. Dickins, O. Katolyk, L. Marshall, S. Mathers, H. McNeely, J. Paradis, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, C. Smith, J. Taylor, B. Warner.

Remote Attendance: E. Bennett, I. Collins, C. Cooper, M. Daley, E. Hunt, J. McMillan, K. Murray.

The meeting is called to order at 1:04 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councillor S. Franke disclosed a pecuniary interest related to Council In Closed Session, the 6th Report of Council in Closed Session, and Added Bill No. 96, by indicating that her spouse is employed by the Thames Valley District School Board.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

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

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

4.1 Solicitor-Client Privilege

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and, a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board in connection with the property located at 39 Carfrae Street. (6.1/4/PEC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/4/CSC)

4.3 Land Acquisition / Solicitor-Client Privileged Advice / Position, Plan, Procedure, Criteria or Instruction to be Applied to Any Negotiations
A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/4/CSC)

4.4 Solicitor-Client Privilege
A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose regarding the regulation of the display of graphic images. (6.1/4/CPSC)

4.5 Security of Property
A matter pertaining to the security of the property of the municipality or local board. (6.1/1/AC)

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

Motion Passed (15 to 0)

That Council convenes In Closed Session, from 1:23 PM to 2:16 PM.

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

Motion made by: P. Cuddy
Seconded by: P. Van Meerbergen

That the Minutes of the 4th Meeting of the Municipal Council, held on February 13, 2024, and 5th Special Meeting of the Municipal Council held on February 29, 2024, respectively, BE APPROVED.

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

Motion Passed (15 to 0)

6. Communications and Petitions

Motion made by: P. Van Meerbergen
Seconded by: D. Ferreira

That the following communications BE RECEIVED, and BE REFERRED as noted on the Added Agenda:

6.1 1494 Commissioners Road West (Z-9689)

1. A. Drost
2. S. Rasanu, SBM Ltd.

6.2 Regulation of the Display of Graphic Images

1. J. Schadenberg, Executive Director, 4LifeLondon
2. A. Freedom
3. I. Freedom
4. K. Dean, Co-Founder, Viewer Discretion Legislation Coalition
5. (ADDED) B. Couto
6. (ADDED) D. Ronson, Board Director, and J. Arthur Executive Director - Abortion Rights Coalition of Canada

- 7. (ADDED) M. Penney
- 8. (ADDED) D. Ronson
- 9. (ADDED) P. Seale
- 10. (ADDED) B. Alleyne, Eastern Strategic Initiatives Director - Canadian Centre for Bio-Ethical Reform
- 11. (ADDED) M. McCann

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 4th Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 4th Report of the Civic Works Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2023 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated February 21, 2024, with respect to the 2023 Drinking Water Annual Report and Summary Report for the City of London Drinking Water System BE RECEIVED. (2024-E13)

Motion Passed

3. (2.2) 2023 Ministry of the Environment, Conservation and Parks Inspection of the City of London's Drinking Water System

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report, dated February 21, 2024, with respect to the 2023 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System BE RECEIVED. (2024-E13)

Motion Passed

4. (2.3) Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Project File Report

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to the Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Project File Report:

- a) the Hamilton Road and Gore Road Intersection Improvements Environmental Assessment Study Project File Report BE ACCEPTED;
- b) a Notice of Study Completion for the Project BE FILED with the Municipal Clerk; and,
- c) the Project File Report BE PLACED on the public record for a 30-day review period. (2024-T06)

Motion Passed

5. (2.4) Orr Municipal Drain -Request for Drain Major Improvement and Appointment of Consulting Engineer

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to the Orr Municipal Drain and the Request for Drain Major Improvement and Appointment of Consulting Engineer:

- a) the request for a Major Improvement to the Orr Municipal Drain located in the area of Colonel Talbot Road and Southminster Bourne to benefit the drainage of 6526 Southminster Bourne, Township of Westminster, BE ACCEPTED by the Council of the Corporation of the City of London under Section 78 of the Drainage Act; and,
- b) Spriet Associates London Limited BE APPOINTED the Consulting Engineer under Section 8 of the Drainage Act. (2024-E09)

Motion Passed

6. (2.5) Single Source - Adelaide Wastewater Treatment Plant Section 1 Restoration Design and Contract Administration

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to a Single Source for the Adelaide Wastewater Treatment Plant Section 1 Restoration Design and Contract Administration:

- a) the contract for engineering design services BE AWARDED to CIMA Canada Inc., in the amount of \$468,886.00 including contingency (excluding HST), as a single source award in

accordance with Article 14.4.e of the Procurement of Goods and Services Policy;

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

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

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2024-E01)

Motion Passed

7. (2.6) RFP 18-34 Contract Amendment - Detailed Design for Highbury Avenue South Reconstruction

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to RFP 18-34 Contract Amendment for the Detailed Design for the Highbury Avenue South Reconstruction:

a) the contract with Parsons Inc. BE INCREASED by \$746,161.41 to a total agreement value of \$1,567,367.91 (excluding HST) to complete additional detailed design activities for Highbury Avenue South Reconstruction including rehabilitation of the Bradley Avenue and Commissioners Road bridges, in accordance with Section 20.3 (e) of the City's Procurement of Goods and Services Policy;

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

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

d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations. (2024-T05)

Motion Passed

8. (2.7) Ontario Transfer Payment Agreement for Municipal Energy Plan Funding for Detailed Cost-Benefit Analysis of Climate Emergency Action Plan Actions (Relates to Bill No. 76)

Motion made by: A. Hopkins

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law, as appended to the staff report, dated February 21, 2024, BE INTRODUCED at the Municipal Council meeting on March 5, 2024, to:

- a) APPROVE the Transfer Payment Agreement between The Corporation of the City of London and His Majesty the King in right of Ontario, as represented by the Minister of Energy, for the purpose of updating the energy mapping and financial models (i.e., cost-benefit analysis) in support of the Climate Emergency Action Plan;
- b) AUTHORIZE the Mayor and Clerk to execute the above-noted Agreement; and,
- c) AUTHORIZE the Deputy City Manager, Environment and Infrastructure, as the Duly Authorized Officer to approve reimbursement claims to be submitted to the Ontario Ministry of Energy to receive approved funding as identified in Schedule “E” of the above-noted Transfer Payment Agreement. (2024-E17)

Motion Passed

- 9. (2.8) Contract Amendment RFP 19-02 - Recycling Collection and Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to Contract Amendment 19-02 for Recycling Collection and Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.:

- a) approval BE GIVEN to exercise the contract amendment provisions of section 20.3e of the Procurement of Goods and Services Policy for RFP 19-02 Recycling Collection Garbage and Yard Waste Collection for a cost exceeding the threshold limits outlined in section 8.5 (a)(ii) and Schedule A for collection of Green Bin materials;
- b) the price submitted by Miller Waste Systems Inc., to collect Green Bin materials in addition to recycling, garbage and yard waste for an annual cost of approximately \$395,000, BE ACCEPTED, noting that the net annual contract price increase is approximately \$231,000 when cost reduction associated with reduced frequency of garbage collection is included;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the contract referenced in a) above; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required to give effect to these recommendations. (2024-E07)

Motion Passed

- 10. (2.9) Exercise First Contract Renewal Option RFP 19-02 - Recycling, Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with

respect to the staff report, dated February 21, 2024, related to Exercise First Contract Renewal Option RFP 19-02 for Recycling, Garbage and Yard Waste Collection in a Portion of London with Miller Waste Systems Inc.:

- a) approval BE GIVEN to exercise the contract renewal provisions of section 20.2 of the Procurement of Goods and Services Policy for the first-year renewal option of RFP 19-02 Recycling Collection, Garbage and Yard Waste Collection, as amended to include Green Bin, for a cost exceeding the threshold limits outlined in section 8.5 (a)(vi) and Schedule A of the policy noted above;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the contract referenced above; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required to give effect to these recommendations. (2024-E07)

Motion Passed

- 11. (3.1) 3rd Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: A. Hopkins

That the 3rd Report of the Environmental Stewardship and Action Community Advisory Committee, from the meeting held on February 7, 2024, BE RECEIVED; it being noted that a verbal delegation from B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee, with respect to this matter, was received.

Motion Passed

- 12. (3.2) Gold Seal and Fournie Municipal Drain Improvements (Relates to Bill No. 94)

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated February 21, 2024, related to the Gold Seal and Fournie Municipal Drain Improvements:

- a) the drainage report, as appended to the above-noted staff report, prepared by Spriet Associates London Ltd, Consulting Engineers for the construction of the Gold Seal and Fournie Municipal Drains (2023) BE ADOPTED, it being noted the notice of the public meeting was provided in accordance with the provisions of Section 78 of the Drainage Act; and,
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at this meeting, and BE GIVEN two readings at the March 5, 2024 Municipal Council meeting to authorize the reconstruction of the Gold Seal and Fournie Municipal Drain 2023 project; it being noted that the third reading and enactments of the by-law would occur after the holding of the Court of Revision in connection with the project;

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

- H. and P. Johnson. (2024-E09)

Motion Passed

8.2 4th Report of the Planning and Environment Committee

Motion made by: S. Lewis

That the 4th Report of the Planning and Environment Committee BE APPROVED with the exception of item 8 (3.3).

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

Motion Passed (15 to 0)

At 2:27 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 2:29 PM, His Worship Mayor J. Morgan resumes the Chair.

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 2023 Annual Heritage Report

Motion made by: S. Lewis

That the staff report dated February 21, 2024, entitled "2023 Annual Heritage Report" BE RECEIVED for information. (2024-R01)

Motion Passed

3. (2.2) 2023 Annual Development Report

Motion made by: S. Lewis

That the staff report dated February 21, 2024, entitled "2023 Annual Development Report" BE RECEIVED for information. (2024-D04)

Motion Passed

4. (2.3) Amendments to the Downtown Community Improvement Plan Financial Incentive Program Guidelines to Introduce and Office-to Residential Conversion Grant Program (Relates to Bill No. 81)

Motion made by: S. Lewis

That, on the recommendation of the Director, Economic Services and Supports, with respect to updating the program guidelines for

financial incentive programs permitted through the Downtown Community Improvement Plan, the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend By-law C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas", by deleting Schedule "1" and replacing it with Schedule "1" the new Downtown Community Improvement Plan – Financial Incentive Program Guidelines;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-F11A)

Motion Passed

5. (2.4) Heritage Easement Agreement for 39 Carfrae Street

Motion made by: S. Lewis

That, the following actions be taken with respect to the proposed updated Schedule "C" and Schedule "D" for the Heritage Easement Agreement pursuant to Section 37 of the Ontario Heritage Act for the property located at 39 Carfrae Street:

- a) the proposed updated Schedule "C" and Schedule "D" appended to the staff report dated February 21, 2024 for the Heritage Easement Agreement pursuant to Section 37 of the Ontario Heritage Act for the property located at 39 Carfrae Street BE APPROVED; and,
- b) the Civic Administration BE DIRECTED to work with the applicant to address outstanding concerns with the remainder of the Heritage Easement Agreement and bring back an update by the end of June 2024;

it being noted that the Planning and Environment Committee received the the following communications with respect to these matters:

- a request for delegation status from J. Gard; and,
- a communication dated February 14, 2024 from J. Gard;

it being further noted that the Planning and Environment Committee heard a verbal presentation from J. Gard with respect to these matters;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-R01)

Motion Passed

6. (3.1) 1160 Wharnccliffe Road South and 234 Exeter Road (OZ-9450/39T-21507) (Relates to Bills No. 82, 83, and 91)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 2793774 Ontario Inc. and Goldfield 1 Ltd., relating to

the property located at 1160 Wharncliffe Road South and 234 Exeter Road:

a) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to AMEND the Official Plan for the City of London, 2016, by revising Map 1 – Place Types to change the designation of a portion of the subject lands FROM a Neighbourhoods Place Type TO a Green Space Place Type;

b) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024 to AMEND the Southwest Area Secondary Plan, forming part of the Official Plan for the City of London, 2016, by revising Schedule 4 and Schedule 10 of the Southwest Area Secondary Plan to change the designation of a portion of the subject lands FROM a Low Density Residential designation TO a Medium Density Residential designation and an Open Space and Environmental Review designations;

c) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "C" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016) and the Southwest Area Secondary Plan as amended in parts a) and b) above, to change the zoning of the subject property FROM an Urban Reserve (UR6), an Environmental Review (ER) and a Holding Light Industrial (h-17*LI2/LI7) Zone TO a Holding Residential R1 (h-h-161*R1-3) Zone, a Holding Residential R4 (h-h100*h161*R4-4(2)), a Holding Residential R6 Special Provision (h-h-100*h161*R6-5(_)) Zone, and a Holding Residential R6 Special Provision (h-h-2*h-100*h161*R6-5(_)) Zone and an Open Space (OS4) Zone;

d) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Plan of Subdivision for the property located at 1160 Wharncliffe Road South and 234 Exeter Road; and,

e) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed Plan of Subdivision as submitted by 2793774 Ontario Inc. and Goldfield 1 Ltd. (File No. 39T-21507), prepared by MHBC (Project No. 17334"j"), dated November 10, 2021;

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

- S. Allen, MHBC;

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

- the recommended Zoning By-law Amendment is consistent with the Provincial Policy Statement 2020;
- the recommended zoning conforms to the policies of The London Plan, including, but not limited to, the Neighbourhood Place Type, City Building and Design, Our Tools, and all other applicable The London Plan policies;
- the zoning will permit development that is considered appropriate and compatible with the existing and future land uses surrounding the subject lands;
- the proposed and recommended amendments are consistent

with the Provincial Policy Statement 2020, which promotes a compact form of development in strategic locations to minimize land consumption and servicing costs, provide for and accommodate an appropriate affordable and market-based range and mix of housing type and densities to meet the projected requirements of current and future residents; and,

- the proposed and recommended zoning amendments will facilitate an appropriate form of low and medium density residential development that conforms to The London Plan;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Motion Passed

7. (3.2) 475 Wharncliffe Road South (Z-9687) (Relates to Bill No. 92)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, based on the application by Michael Clark Construction (c/o Strik Baldinelli Moniz Ltd.), relating to the property located at 475 Wharncliffe Road South, the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Restrictive Service Commercial (RSC2/RSC4) Zone TO a Restrictive Service Commercial Special Provision (RSC2/RSC4(_)) Zone;

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

- J. Robertson, Strik Baldinelli Moniz Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to the Key Directions and Urban Corridor Place Type; and,
- the recommended amendment would facilitate the reuse of the existing building with a range of potential uses that is appropriate for the context of the site;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Motion Passed

9. (3.4) 1467 Wharncliffe Road South (OZ-9680) (Relates to Bills No. 84 and 93)

Motion made by: S. Lewis

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Nabataeans Homes, relating to the property located at 1467 Wharncliffe Road South:

a) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to held on March 5, 2024, to amend the Southwest Area Plan (SWAP), for the City of London by CHANGING the designation of the subject lands FROM Commercial TO Medium Density Residential on Schedule 4 Southwest Area Land Use Plan, and Schedule 10 Central Longwoods Neighbourhood Land Use Designations;

b) the proposed by-law appended to the staff report dated February 21, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016, as amended in part a) above), to change the zoning of the subject property FROM an Urban Reserve (UR4) Zone TO a holding Residential R8 Special Provision (h-149*R8-4(_)) Zone;

it being noted that no individuals spoke at the public participation meeting associated with these matters;

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

- the recommended amendments are consistent with the Provincial Policy Statement, 2020 (PPS), which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendments conform to The London Plan, including but not limited to the Key Directions, City Design and Building policies, and the Shopping Area Place Type policies;
- the recommended amendments conform to the Southwest Area Secondary Plan, including but not limited to the Central Longwoods Neighbourhood policies; and,
- the recommended amendments would permit an appropriate form of development at an intensity that is appropriate for the site and surrounding neighbourhood;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Motion Passed

10. (3.5) Gloucester Deferred Trail Segment – Medway Valley Heritage Forest (South) Conservation Master Plan

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the Gloucester Deferred Trail Segment of the Medway Valley Heritage Forest (South) Conservation Master Plan:

a) the portion of the pathway and trail system from Gloucester Road (Access 12) to its connection with the pathway in the valley shown on "Appendix A" of the Medway Valley Heritage Environmentally Significant Area (South) Conservation Master Plan BE APPROVED as a Level 2 Trail;

b) Parks and Forestry BE DIRECTED to consult on the need to establish public access through the City owned Green Acres Drive unopened highway road allowance through to Ambleside Park and report back to the appropriate Standing Committee; and,

c) the Medway Valley Conservation Master Plan Gloucester Deferred Trail segment item BE REMOVED from the Planning and Environment Committee Deferred Matters list;

it being noted that the Planning and Environment Committee received the following communications with respect to these matters:

- a communication dated February 15, 2024, from J. Madden; and,
- a communication from J. Menard;

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

- G. Sinker;
- S. Pacifico;
- A. Vanstone; and,
- J. Madden;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-R01)

Motion Passed

11. (5.1) 2nd Report of the Community Advisory Committee on Planning

Motion made by: S. Lewis

That the 2nd Report of the Community Advisory Committee on Planning, from its meeting held on February 14, 2024 BE RECEIVED for information.

Motion Passed

12. (5.2) Deferred Matters List

Motion made by: S. Lewis

That the Planning and Environment Committee Deferred Matters List dated February 20, 2024 BE RECEIVED for information.

Motion Passed

8. (3.3) 1494 Commissioners Road West (Z-9689)

Motion made by: S. Franke

That, based on the application by David Moubarak (c/o Strik Baldinelli Moniz Ltd.), relating to the property located at 1494 Commissioners Road West, the request to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to change the zoning of the subject property FROM a Residential R1 (R1-8) Zone TO a Residential R8 Special Provision (R8-4(_)) Zone and Open Space (OS5) Zone BE REFUSED for the following reason:

i) this application does not comply with the Environmental Management Guidelines;

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

- S. Rasanu, Strik Baldinelli Moniz Ltd.;
- S. Mirsattari;
- R. Rybansky;
- V. Hopkins;
- M. Parezanovic;
- B. McDowell;
- M. Harnadek;
- J. Goldhawk;
- Victoria;
- Ghasaq;
- F. Fernandez;
- Emma;
- S. Comiskey; and,
- T. Heath;

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

- this application does not comply with the Environmental Management Guidelines; and,
- the requested Special Provision does not provide sufficient space within the interior side yard to accommodate adequate screening, protection from boundary trees and privacy to the abutting properties;

it being acknowledged that any and all oral and written submissions from the public, related to this application have been, on balance, taken into consideration by Council as part of its deliberations and final decision regarding these matters. (2024-D14)

Yeas: (8): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (7): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, and P. Van Meerbergen

Motion Passed (8 to 7)

8.3 4th Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 4th Report of the Corporate Services Committee BE APPROVED with the exception of item 4 (2.3).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Respectful Workplace Policy 2024 Update (Relates to Bill No. 80)

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Enterprise Supports, and concurrence of the City Manager, the following actions be taken:

a) the Respectful Workplace Policy 2024 Update Report from the Deputy City Manager, Enterprise Supports BE RECEIVED;

b) the proposed by-law, as appended to the staff report dated February 26, 2024 as Appendix "A", being a by-law to repeal Council Policy By-law CPOL.-396-7, being "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" and replace it with the updated Council Policy entitled "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)", BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024; and

c) the Civic Administration BE DIRECTED to review and update all policies and websites that refer to the Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination).

Motion Passed

3. (2.2) SS-2024-072 Single Source Mobility Contract (Relates to Bill No. 77)

Motion made by: H. McAlister

That on the recommendation of the Deputy City Manager, Enterprise Supports the following actions be taken, with respect to Mobile Devices and Services:

a) approval hereby BE GIVEN to approve an extension to the Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. ("Rogers") to March 31, 2025; it being noted that the Master Agreement Adoption Agreement was a single source procurement approved pursuant to s. 14.4(g) of the Procurement of Goods and Services policy;

b) the proposed by-law as appended to the staff report dated February 26, 2024 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024:

i) the Deputy City Manager, Enterprise Supports BE AUTHORIZED to approve an amending agreement to extend the Master Agreement Adoption Agreement between The Corporation

of the City of London and Rogers from February 1, 2024 to July 31, 2024;

ii) the Deputy City Manager, Enterprise Supports BE AUTHORIZED to approve an amending agreement to extend the Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers from August 1, 2024 to March 31, 2025, conditional on the Ontario Master Agreement between His Majesty the King in right of Ontario and Rogers being extended to March 31, 2025 or beyond March 31, 2025;

iii) the Mayor and City Clerk BE AUTHORIZED to execute the amending agreements to the Master Agreement Adoption Agreement;

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

d) approval hereby given BE CONDITIONAL upon the Corporation negotiating the maintaining of satisfactory prices, terms and conditions with Rogers Canada Co. to the satisfaction of the Director, Information Technology Services; and

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

Motion Passed

5. (4.1) Application - Issuance of Proclamation - U.N. day for the Elimination of Racial Discrimination

Motion made by: H. McAlister

That based on the application dated February 8, 2024 from the London & Middlesex Local Immigration Partnership, March 21, 2024 BE PROCLAIMED as U.N. Day for the Elimination of Racial Discrimination.

Motion Passed

6. (4.2) Application - Issuance of Proclamation - National Hunting, Trapping and Fishing Day

Motion made by: H. McAlister

That based on the application dated January 22, 2024 from the Ontario Federation of Anglers and Hunters OFAH, September 21, 2024 BE PROCLAIMED as National Hunting, Trapping and Fishing Day.

Motion Passed

4. (2.3) 2024 Tax Policy Expectations

Motion made by: P. Cuddy

That the following actions be taken with respect to the 2024 Tax Policy Expectations:

a) the Civic Administration BE DIRECTED to include an individual line item on the 2024 City of London final property tax billing and their accompanying property tax pamphlet identifying the impact of legislative changes set out in the 2024-2027 Multi-Year Budget; and

b) on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 26, 2024 BE RECEIVED for information.

Yeas: (9): H. McAlister, S. Lewis, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, E. Pelozza, D. Ferreira, and S. Hillier

Nays: (6): Mayor J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, and C. Rahman

Motion Passed (9 to 6)

At 3:03 PM, Councillor S. Franke leaves the meeting.

At 3:05 PM, Councillor S. Franke enters the meeting.

At 3:10 PM, Councillor P. Van Meerbergen leaves the meeting.

At 3:13 PM, Councillor P. Van Meerbergen enters the meeting.

At 3:29 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 3:31 PM, His Worship Mayor J. Morgan resumes the Chair.

At 3:41 PM, His Worship Mayor J. Morgan, places Councillor C. Rahman in the Chair.

At 3:45 PM, His Worship Mayor J. Morgan resumes the Chair.

ADDITIONAL VOTES:

Motion made by: S. Trosow

Seconded by: H. McAlister

That the following actions be taken with respect to the 2024 Tax Policy Expectations:

a) that the direction to Civic Administration to include an individual line item on the 2024 City of London final property tax billing and their accompanying property tax pamphlet identifying the impact of legislative changes set out in the 2024-2027 Multi-Year Budget BE REFERRED to the March 25th meeting of the Corporate Services Committee for further consideration;

b) on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 26, 2024 BE RECEIVED for information.

Yeas: (3): H. McAlister, S. Trosow, and A. Hopkins

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

Motion Failed (3 to 12)

Motion made by: A. Hopkins

Seconded by: S. Franke

That Council recess at this time for 15 minutes.

Motion Passed

The Council recesses at 3:47 PM and reconvenes at 4:04 PM.

8.4 4th Report of the Community and Protectives Services Committee

Motion made by: E. Pelosa

That the 4th Report of the Community and Protectives Services Committee BE APPROVED with the exception of item 4 (4.1)

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Community Advisory Committee, from the meeting held on February 1, 2024:

- a) any discussion of the coexistence strategies for Canada Geese and ducks BE FORWARDED to the Co-Existence with Geese Animal Welfare Community Advisory Committee Sub-Committee for consideration; it being noted that P. Yeoman, Director, Parks and Forestry will provide an update in the spring, 2024;
- b) a representative from Corporate Communications BE INVITED to the March 6, 2024 Animal Welfare Community Advisory Committee meeting to provide an outline of the proposed images for the bird friendly glass and light applications display for public education and awareness; and,
- c) clauses 1.1, 1.2, 3.1 and 5.3 BE RECEIVED.

Motion Passed

3. (3.1) Housekeeping Amendments - Yard and Lot Maintenance By-Law - Administrative Monetary Penalty Systems By-Law (Relates to Bills No. 78, 79, and 85)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report, dated February 20, 2024, related to the

Yard and Lot Maintenance By-law and Administrative Monetary Penalty System By-law:

- a) the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, being “a By-law to require the owner or occupant of land to clean and clear the land, or to clear refuse from the land, not including buildings” to repeal and replace the City’s existing Yard and Lot Maintenance By-law No. P.W.-9;
- b) the revised attached by-law BE INTRODUCED at the Municipal Council meeting to be held on March 5, 2024, to amend By-law No. A-54, being “A by-law to implement an Administrative Monetary Penalty System in London” to increase the penalty amounts in Schedule A-4 pertaining to the Yard and Lot Maintenance By-law; and,
- c) the revised attached by-law BE INTRODUCED at the Municipal Council Meeting to be held on March 5, 2024, to repeal Council Policy CPOL. -172-424, regarding Naturalized Areas and Wildflower Meadows. (2024-C01)

Motion Passed

- 5. (5.1) Rescheduling of Community and Protective Services Committee Meeting - April 8, 2024

Motion made by: E. Pelosa

That the Community and Protective Services Committee meeting scheduled for April 8, 2024 at 1:00 PM BE RESCHEDULED to commence at 10:00 AM on April 8, 2024. (2024-C04)

Motion Passed

- 4. (4.1) Regulation of the Display of Graphic Images

Motion made by: E. Pelosa

That the staff report, dated February 20, 2024, BE REFERRED back to the Civic Administration and the Civic Administration BE DIRECTED to bring forward a draft by-law with respect to the Regulation of the Display of Graphic Images to a future meeting of the Community and Protective Services Committee for consideration by the end of Q2 2024;

it being noted that the communications, as appended to the Added Agenda, from J. Gunnarson, A. Polizogopoulos, A. Honner, M. McCann and J. Jeffs, with respect to this matter, were received. (2024-C01)

Yeas: (9): Mayor J. Morgan, H. McAlister, S. Lewis, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelosa, and D. Ferreira

Nays: (6): P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Motion Passed (9 to 6)

- 8.5 1st Report of the Audit Committee

Motion made by: E. Pelosa

That the 1st Report of the Audit Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. (1.1) Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That is BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (1.2) Election of Vice Chair for the term ending November 30, 2024

Motion made by: E. Pelozza

That Councillor S. Stevenson BE APPOINTED as Vice Chair for the term ending November 30, 2024.

Motion Passed

3. (4.1) Briefing Note From Internal Audit - MNP

Motion made by: E. Pelozza

That the communication from MNP, with respect to the briefing note from the internal auditor, BE RECEIVED.

Motion Passed

4. (4.2) Internal Audit Follow Up Activities Dashboard - MNP

Motion made by: E. Pelozza

That the communication from MNP, with respect to the internal audit follow up activities update dashboard, BE RECEIVED.

Motion Passed

5. (4.3) Downtown Closed Circuit Television Program - KPMG

Motion made by: E. Pelozza

That the KPMG Report on Specified Auditing Procedures for the London Downtown Closed Circuit Television Program, for the year ending December 31, 2023, BE RECEIVED.

Motion Passed

6. (4.4) Audit Planning Report - KPMG

Motion made by: E. Pelozza

That the KPMG LLP Audit Planning Report, for the year ending December 31, 2023, BE APPROVED.

Motion Passed

8.6 5th Special Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 5th Report of the Corporate Services Committee BE APPROVED with the exception of item 4 (2.3)

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Public Sector Salary Disclosure Act Report for Calendar Year 2023

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports the report regarding the Public Sector Salary Disclosures Act, 1996, Report for Calendar Year 2023 BE RECEIVED for information.

Motion Passed

3. (2.2) 2023 Statement of Remuneration and Expenses for Elected and Appointed Officials

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions be taken:

- a) in accordance with Section 284 of the Municipal Act, 2001, the Statements of Remuneration and Expenses for Elected and Appointed Officials, as appended to the staff report dated March 4, 2024 as Appendix "A" and Appendix "B", BE RECEIVED for information;
- b) in accordance with City Council resolution of March 2012, the annual report on the Mayor's Office's expenditures BE RECEIVED for information; and
- c) in accordance with City Council Travel and Business Expenses Policy, the Statement of Travel Expenses for Senior Administration Officials, as appended to the staff report dated March 4, 2024 as Appendix "C" and "D", BE RECEIVED for information.

Motion Passed

4. (2.3) Government Relations Consulting Assignment

Motion made by: H. McAlister

That, on the recommendation of the City Manager, in accordance with section 15.1 (c) of the Procurement of Goods and Services Policy, that Coriano Capital BE APPROVED to continue to provide consulting services for government relations, strategic advisory services, and advocacy in addressing local issues and advancing the city's interests at the federal, provincial, and local levels for a further two (2) months, which will extend their initial engagement till July 15, 2024.

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

Nays: (1): C. Rahman

Motion Passed (14 to 1)

8.7 6th Special Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 6th Report of the Special Strategic Priorities and Policy Committee BE APPROVED with the exception of item 2 (2.1).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Contract Amendments to Maintain Day and Overnight Spaces for Unsheltered Londoners

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions be taken with respect to the Contract Amendments to Maintain Day and Overnight Spaces for Unsheltered Londoners report:

a) an extension to the existing Municipal Purchase of Service Agreement with London Cares at a total estimated increase of up to \$139,600 (excluding HST) for the period of April 1, 2024, to May 31, 2024 BE APPROVED, to continue temporary drop-in space and security services, as per the Corporation of the City of London Procurement Policy Section 20.3 e);

b) an extension to the existing Municipal Purchase of Service Agreement with Safe Space London at a total estimated increase of up to \$129,000 (excluding HST) for the period of April 1, 2024, to May 31, 2024 BE APPROVED, to continue temporary day and overnight drop in space, as per the Corporation of the City of London Procurement Policy Section 20.3 e);

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts noted in a) and b); and

d) approval given herein BE CONDITIONAL upon the Corporation of the City of London amending existing Purchase of Service Agreements with agencies outlined in Schedule 1, as appended to the staff report dated March 5, 2024;

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 3, 2024 from C. Watson, W. Thomas, D. Brown, Coordinators, Midtown Community Organization with respect to this matter.

ADDITIONAL VOTES:

Motion made by: S. Lewis

Motion to approve part a) to read as follows:

a) an extension to the existing Municipal Purchase of Service Agreement with London Cares at a total estimated increase of up to \$139,600 (excluding HST) for the period of April 1, 2024, to May 31, 2024 BE APPROVED, to continue temporary drop-in space and security services, as per the Corporation of the City of London Procurement Policy Section 20.3 e);

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

Nays: (1): S. Lewis

Motion Passed (14 to 1)

Motion made by: S. Lewis

Motion to approve part b) to read as follows:

b) an extension to the existing Municipal Purchase of Service Agreement with Safe Space London at a total estimated increase of up to \$129,000 (excluding HST) for the period of April 1, 2024, to May 31, 2024 BE APPROVED, to continue temporary day and overnight drop in space, as per the Corporation of the City of London Procurement Policy Section 20.3 e);

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

Nays: (1): S. Stevenson

Motion Passed (14 to 1)

Motion made by: S. Lewis

Motion to approve parts c) and d):

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the contracts noted in a) and b); and

d) approval given herein BE CONDITIONAL upon the Corporation of the City of London amending existing Purchase of Service Agreements with agencies outlined in Schedule 1, as appended to the staff report dated March 5, 2024

it being noted that the Strategic Priorities and Policy Committee received a communication dated March 3, 2024 from C. Watson, W. Thomas, D. Brown, Coordinators, Midtown Community Organization with respect to this matter.

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

Motion Passed (15 to 0)

9. Added Reports

9.1 6th Report of Council in Closed Session

Motion made by: S. Lehman

That clause 1 of the 6th Report of the Council, In Closed Session, read as follows:

1. Property Acquisition – 1040 Hamilton Road – Former Fairmont Public School

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Planning and Economic Development, on the advice of the Director, Realty Services, with respect to the surplus school site property owned by the Thames Valley District School Board (TVDSB), located at 1040 Hamilton Road, legally described as Part Lot 28, Plan 285, Part Block J, Plan 790 and Part South 1/2 Lot 7, Concession B, as in 142904, 210687, 196909, 373063; except 74630, 210856, 142905; S/T 77819, 78336, in the City of London, County of Middlesex, being PIN 08121-0023 (LT) (the "Property"), as shown on the location map attached as Appendix "B", the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Thames Valley District School Board (the "Vendor"), to sell the subject property to the City, for the sum of \$5,960,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and

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

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

That clause 2 of the 6th Report of the Council, In Closed Session, read as follows:

2. Settlement Agreement – 850 – 870 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the property located at 850-870 Wellington Road, further described as Part Lot 25, Concession 2, in the City of London, being part of PIN 08493-0003, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the Settlement Agreement from Claurah Holdings Limited to settle the outstanding expropriation compensation to the property owner for the total sum of \$13,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

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

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

Nays: (1): P. Van Meerbergen

Motion Passed (14 to 1)

That progress was made with respect to items 4.1, 4.4, and 4.5, as noted on the public agenda (6.1/4/PEC), (6.1/4/CPSC), and (6.1/1/AC).

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

Motion made by: S. Lehman

Seconded by: P. Cuddy

That pursuant to section 13.2 of the Council Procedure by-law, the Council decision with respect to item 4 (2.3) of the 4th Report of the Corporate Services Committee with respect to 2024 Tax Policy Expectations BE RECONSIDERED to provide an alternate direction for Civic Administration.

Yeas: (11): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (4): H. McAlister, S. Franke, E. Pelozo, and D. Ferreira

Motion Passed (11 to 4)

ADDITIONAL VOTES:

Motion made by: P. Cuddy

That the following actions be taken with respect to the 2024 Tax Policy Expectations:

a) the Civic Administration BE DIRECTED to include an individual line item on the 2024 City of London final property tax billing and their accompanying property tax pamphlet identifying the impact of legislative changes set out in the 2024-2027 Multi-Year Budget; and

Yeas: (7): H. McAlister, S. Lewis, A. Hopkins, S. Franke, E. Pelozo, D. Ferreira, and S. Hillier

Nays: (8): Mayor J. Morgan, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, and P. Van Meerbergen

Motion Failed (7 to 8)

Motion made by: P. Cuddy

That the following actions be taken with respect to the 2024 Tax Policy Expectations:

b) on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 26, 2024 BE RECEIVED for information.

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

Nays: (1): P. Cuddy

Motion Passed (14 to 1)

Item 4, clause 2.3, reads as follows:

That on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated February 26, 2024, with respect to the 2024 Tax Policy Expectations, BE RECEIVED for information.

13. By-laws

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Introduction and First Reading of Bill No 74 to Bill No 94, and excluding Bill No's 89 and 90 and BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: P. Van Meerbergen

Seconded by: S. Franke

That Second Reading of Bill No 74 to Bill No 94, and excluding Bill No's 89, and 90 BE APPROVED.

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

Motion Passed (15 to 0)

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

That Third Reading and Enactment Bill No 74 to 93, and excluding Bill No's 89, 90, and 94 BE APPROVED.

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

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No.'s 89, 90, and Added Bill No. 95, BE APPROVED.

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

Nays: (2): S. Stevenson, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That Second Reading of Bill No.'s 89, 90, and Added Bill No. 95, BE APPROVED.

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

Nays: (2): S. Stevenson, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That Third Reading and Enactment of Bill No.'s 89, 90, and Added Bill No. 95 BE APPROVED.

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

Nays: (2): S. Stevenson, and P. Van Meerbergen

Motion Passed (13 to 2)

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

That Introduction and First Reading of Bill No. 96 BE APPROVED.

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

Nays: (1): S. Stevenson

Recuse: (1): S. Franke

Motion Passed (13 to 1)

Motion made by: H. McAlister
Seconded by: S. Lewis

That Second Reading of Bill No. 96 BE APPROVED

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

Nays: (1): S. Stevenson

Recuse: (1): S. Franke

Motion Passed (13 to 1)

Motion made by: D. Ferreira
Seconded by: P. Cuddy

That Third Reading and Enactment Bill No. 96 BE APPROVED.

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

Recuse: (1): S. Franke

Motion Passed (14 to 0)

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

Bill No. 74	By-law No. A.-8472-52 - A by-law to confirm the proceedings of the Council Meeting held on the 5th day of March, 2024. (City Clerk)
Bill No. 75	By-law No. A.-8473-53 - A by-law to repeal By-law No. A.-7951-78 being "A by-law to appoint Lynne Livingstone as City Manager". (City Clerk)
Bill No. 76	By-law No. A.-8474-54 - A by-law to approve the Transfer Payment Agreement with the Province for the purpose of updating the energy mapping and financial models in support of the Climate Emergency Action Plan; and to authorize the Mayor and City Clerk to execute the Agreement. (2.7a/4/CWC)
Bill No. 77	By-law No. A.-8475-55 - A by-law to delegate authority to the Deputy City Manager, Enterprise Supports to approve an amending agreement to extend the current Master Agreement Adoption Agreement between The Corporation of the City of London and Rogers Communications Canada Inc. and to authorize the Mayor and City Clerk to execute the amending agreement. (2.2b/4/CSC)
Bill No. 78	By-law No. A.-8476-56 - A by-law to repeal By-law No. CPOL.-172-424 as amended, being "Naturalized Areas and Wildflower Meadows". (3.1c/4/CPSC)
Bill No. 79	By-law No. A-54-24015 - A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to repeal and replace Schedule A-4. (3.1b/4/CPSC)
Bill No. 80	By-law No. CPOL.-396(b)-57 - A by-law to amend By-law CPOL.-396-7, as amended, being "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" by deleting and replacing Schedule "A". (2.1/4/CSC)
Bill No. 81	By-law No. C.P.-1467(l)-58 - A by-law to amend C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas" (2.3/4/PEC)
Bill No. 82	By-law No. C.P.-1512(cw)-59 - A by-law to amend The Official Plan for the City of London, relating to 1160 Wharncliffe Road South and 234 Exeter Road (3.1a/4/PEC)
Bill No. 83	By-law No. C.P.-1512(cx)-60 - A by-law to amend The Official Plan for the City of London, relating to 1160 Wharncliffe Road South and 234 Exeter Road (3.1b/4/PEC)
Bill No. 84	By-law No. C.P.-1512(cy)-61 - A by-law to amend The Official Plan for the City of London, 2016 relating to 1467 Wharncliffe Road South (3.4a/4/PEC)
Bill No. 85	By-law No. PW-15 - A by-law to require the owner or occupant of land to clean and clear the land, or to clear refuse from the land, not including buildings, and to repeal By-law PW-9. (3.1a/4/CPSC)
Bill No. 86	By-law No. S.-6307-62 - A by-law to assume certain works and services in the City of London. (Coronation Subdivision, Plan 33M-710) (Deputy City Manager, Environment & Infrastructure)

Bill No. 87	By-law No. S.-6308-63 - A by-law to assume certain works and services in the City of London. (Coronation Subdivision, Plan 33M-741) (Deputy City Manager, Environment & Infrastructure)
Bill No. 88	By-law No. S.-6309-64 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South, south of Bradley Avenue West) (Chief Surveyor – for road dedication purposes pursuant to SPA22-021)
Bill No. 89	By-law No. W.-5683(a)-65 - A by-law to amend by-law No. W.-5683-100 entitled, “A by-law to authorize the East London Link – Construction Rapid Transit (Project RT1430-3A)” (2.5/3/CWC)
Bill No. 90	By-law No. W.-5699-66 - A by-law to authorize project RT1430-1A – Wellington Gateway (South) Construction Rapid Transit. (2.6/3/CWC)
Bill No. 91	By-law No. Z.-1-243190 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1160 Wharncliffe Road South and 234 Exeter Road (3.1c/4/PEC)
Bill No. 92	By-law No. Z.-1-243191 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 475 Wharncliffe Road South (3.2/4/PEC)
Bill No. 93	By-law No. Z.-1-24192 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1467 Wharncliffe Road South (3.4b/4/PEC)
Bill No. 94	By-law No. DR-____ - ____ - A by-law to provide for Drainage Works in the City of London (Construction of the Gold Seal & Fournie Municipal Drains) (3.2/4/CWC) (First and Second Reading Only)
Bill No. 95	By-law No. A.-8477-67 - A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and Claurah Holdings Limited Highbury Inc., for the property rights expropriated from the property at 850-870 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/4/CSC)
Bill No. 96	By-law No. A.-8478-68 - A by-law to authorize and approve an Agreement of Purchase and Sale attached as Appendix “A” between The Corporation of the City of London and Thames Valley District School Board, for the acquisition of property located at 1040 Hamilton Road, in the City of London, for future housing and parkland, and to authorize the Mayor and the City Clerk to execute the Agreements. (6.1/4/CSC)

14. Adjournment

Motion made by: P. Van Meerbergen

Seconded by: S. Franke

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 5:16 PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Source of Financing Report

Appendix "A" Confidential

#24009
January 15, 2024
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition - 1040 Hamilton Road - Former Fairmont Public School
(Subledger LD230061)
Capital Project SH3000 - Roadmap to 3000 Affordable Housing Units
New Capital Project PK273523 - 2023 Misc Parkland Acquisition
Thames Valley District School Board

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of the affordable housing share of this acquisition can be accommodated within the financing available in the Capital Budget and the cost of the parkland share of this acquisition can be accommodated with a draw from the Parkland Reserve Fund, and that, subject to the approval of the recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing is:

Estimated Expenditures	2023 Life-to-Date Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
SH3000 - Roadmap to 3000 Affordable Housing Units						
Engineering	4,598,325	0	4,598,325	4,598,325	0	0
Land Acquisition	5,132,931	0	5,132,931	4,995,679	137,252	0
Construction	2,904,095	0	2,904,095	2,904,095	0	0
City Related Expenses	475,120	0	475,120	475,120	0	0
Capital Grants	36,589,529	0	36,589,529	13,876,000	0	22,713,529
SH3000 Total (Note 2)	49,700,000	0	49,700,000	26,849,219	137,252	22,713,529
PK273523 - 2023 Misc Parkland Acquisition						
Land Acquisition	1,188,445	32,652	1,221,097	1,188,445	32,652	0
Total Expenditures	\$50,888,445	\$32,652	\$50,921,097	\$28,037,664	\$169,904	\$22,713,529

Sources of Financing

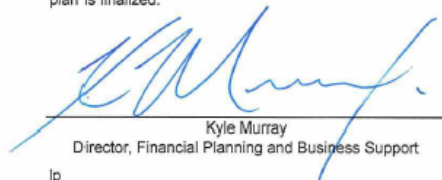
SH3000 - Roadmap to 3000 Affordable Housing Units						
Capital Levy	16,700,000	0	16,700,000	16,700,000	0	0
Drawdown from Affordable Housing Reserve Fund	33,000,000	0	33,000,000	10,149,219	137,252	22,713,529
SH3000 Total (Note 2)	49,700,000	0	49,700,000	26,849,219	137,252	22,713,529
PK273523 - 2023 Misc Parkland Acquisition						
Drawdown from Parkland Reserve Fund (Note 1)	1,188,445	32,652	1,221,097	1,188,445	32,652	0
Total Financing	\$50,888,445	\$32,652	\$50,921,097	\$28,037,664	\$169,904	\$22,713,529

Financial Note (Note 3):	SH3000D	PK273523	Total
Purchase Price	\$4,814,626	\$1,145,374	\$5,960,000
Add: Due Diligence	53,316	12,684	66,000
Add: Site Area Contingency	68,665	16,335	85,000
Add: Land Transfer Tax	109,440	26,035	135,475
Add: HST @13%	641,759	152,671	794,430
Less: HST Rebate	-554,875	-132,002	-686,877
Less: Amount awarded in Source of Financing #23158	-4,995,679	-1,188,445	-6,184,124
Total Purchase Cost	\$137,252	\$32,652	\$169,904

Note 1: There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise. The approved budget in this project was established in Source of Financing #23158 for the purchase of this property (1040 Hamilton Road). The additional funding requirement is available as a drawdown from the Parkland Reserve Fund. The uncommitted balance of the Parkland Reserve Fund will be approximately \$5.2 million with the inclusion of this purchase.

Note 2: The remainder of the \$78 million Roadmap financing is included in the 2024-2026 proposed capital plan.

Note 3: The allocation between SH3000 and PK273523 is preliminary, based on the draft plan concept. Amounts will be confirmed and revised, as necessary, when the plan is finalized.


Kyle Murray
Director, Financial Planning and Business Support

Appendix B – Location Map & Aerial

LOCATION MAP OF 1040 HAMILTON ROAD



AERIAL OF 1040 HAMILTON ROAD



Appendix C – Offer to Purchase

OFFER TO PURCHASE

VENDOR: The Thames Valley District School Board (the "**Vendor**")

PURCHASER: The Corporation of the City of London

REAL PROPERTY:

Address: 1040 Hamilton Road, London, Ontario N5W 1A6

Legal Description:

Part Lot 28, Registered Plan 285(C), Part Block "J", Registered Plan 790 and Part South 1/2 Lot 7, Concession B (Geographic Township of London) as In 142904, 210687, 196909, 373063; Except 74630, 210856, 142905; S/T 77819, 78336, in the City of London, County of Middlesex Being all of PIN 08121-0023 (LT) (the "Property")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "**Agreement**").
2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be Five Million Nine Hundred and Sixty Thousand Dollars CDN (\$5,960,000.00) payable as follows:
 - a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and
 - b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **FIXTURES & CHATTELS EXCLUDED:** Outdoor playground equipment, if any, and any fixtures and chattels removed by the Vendor from the Property prior to the Completion Date.
5. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Trustees of the Vendor at a meeting to be held no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.
6. **CONDITIONS:**
 - a) **SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of Ninety (90) days from the date of the Vendor's acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and it shall restore the Property to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to

indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limit set forth above, deliver written notice to that effect, to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction: failing delivery of such written notice this condition shall be deemed to have been waived by the Purchaser. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period herein.

7. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is twenty (20) days following the satisfaction of the last of the conditions or requirement, as the case may be, set out in paragraphs 2, 3 and 4 of Schedule "A" attached to this Agreement. Subject to any chattels left on the Property in accordance with paragraph 4 hereof upon completion, vacant possession of the Property shall be given to the Purchaser.
8. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the fifteenth (15th) day prior to the Completion Date (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.
9. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
10. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence (satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.
11. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.
12. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement, including Schedule 1 hereto, and save and except for: (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Deadline and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.
13. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without

limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

14. **TITLE DOCUMENTS:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except such as are in the possession or control of the Vendor.

15. **DOCUMENT DELIVERY:** The Vendor agrees to deliver to the Purchaser, within five (5) days from its acceptance of the Agreement (copies of the following documentation, provided such documentation is in the Vendor's possession):

- a) a survey or surveyors certificate of the property;
- b) a site plan;
- c) floor plans of the building;
- d) particulars of the cost of utilities consumed in the last twelve (12) month period of active use of the Property by the Vendor
- e) any Designated Substance Report; and
- f) a roofing Detail Report.

and the Vendor shall have no other obligation to produce documentation other than as set out herein.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.

17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing, signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.

18. **INSURANCE:** All buildings on the Property and all other items being purchased shall be and remain until completion of the Agreement at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the completion of the transaction contemplated herein.

19. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no residential tenants.

20. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **FAMILY LAW ACT:** The Vendor warrants that spousal consent under the provisions of the *Family Law Act*, R.S.O. 1990 is not necessary for this transaction.

22. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, and where the transaction will be completed by electronic registration pursuant to Part III of the 'Land Registration Reform Act, R.S.O., Chapter L4, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion: (a) not occur contemporaneously with the registration

of the Transfer/Deed (and other registerable documentation); and, (b) be subject to conditions whereby the solicitor receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between their respective solicitors.

23. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
24. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.
26. **ADDITIONAL PURCHASER CONDITIONS:** Schedule "A" attached hereto forms part of this Agreement.
27. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

[Signature page follows]

DATED this 24 day of January, 2024

PURCHASER:

THE CORPORATION OF THE CITY OF LONDON



Josh Morgan, Mayor



Michael Schulthess, City Clerk

The Thames Valley District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this 31st day of January, 2024_

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____

Name:
Title:


Linda Nicholls, Associate Director

Per: _____

Name:
Title:

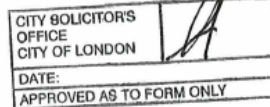
VENDOR'S LAWYER:

Harrison Pensa LLP, Attention: Tim McCullough
450 Talbot Street, PO Box 3237, London, ON N6A 4K3

Ph. #519-661-6718 Fax# 519-667-3362

PURCHASER'S LAWYER:

City's Solicitor Office, Attention: Sachit Tatavarti
300 Dufferin Ave., P.O Box 5035, London Ontario N6A 4L9
Ph. #519-661-2489 ext. 5018 Fax# 519-661-5530



Schedule "A"

1. ARCHEOLOGICAL TESTS: The Purchaser shall have Ninety (90) days from acceptance of this Agreement to satisfy itself, at its expense and in its sole and absolute discretion, as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests.

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

2. OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY: The Purchaser shall have One Hundred and Eighty Days (180) from acceptance of this Offer to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for the Purchaser's intended use. The Purchaser agrees to proceed diligently to procure such amendments and the Vendor agrees to cooperate and execute all such documents required by the Purchaser to satisfy this condition. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limit herein or within ten (10) business days of the OLT decision and Order, if applicable, deliver written notice to the effect to the Vendor and this Agreement shall be terminated and be of no further force and effect and the deposit shall be returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

3. PLAN OF SUBDIVISION APPROVAL: The completion of this Agreement shall be conditional for a period of One Hundred and Eighty (180) days from the date of acceptance of this Agreement for the Purchaser to satisfy itself that it will be able to obtain, on terms satisfactory to the Purchaser, Plan of Subdivision Approval, necessary or desirable in connection with the Purchaser's intended development and use of the Property. The Purchaser agrees to proceed diligently to satisfy this condition.

If the Purchaser is unable to satisfy itself that it will be able to obtain the Plan of Subdivision Approval, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limit period herein.

Schedule "A" Cont'd

4. REFERENCE PLAN & PURCHASE PRICE ADJUSTMENT: The Purchaser agrees to make best efforts to diligently procure a reference plan to be deposited on title on or before closing at no cost to the Vendor. In the event that the reference plan is not deposited by the Completion Date, the Vendor agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the Purchaser's deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 10.37 acres multiplied by a land rate of \$574,735 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$574,735 per acre.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24033

February 26, 2024
(Settlement Agreement)

Chair and Members
Corporate Services Committee

RE: 850-870 Wellington Road
Wellington Gateway Project
(Subledger LD220011)
Capital Project RT1430-1B - Wellington Gateway - Land
Claurah Holdings Limited

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Approved Forecasted 2024 Budget (note 1)	Revised Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	28,492,900	8,007,100	36,500,000	27,562,356	38,734	8,898,910
Total Expenditures	\$28,492,900	\$8,007,100	\$36,500,000	\$27,562,356	\$38,734	\$8,898,910
Sources of Financing						
Capital Levy	3,005,102	0	3,005,102	2,906,959	4,085	94,058
Debenture By-law No. W.-5689-65	0	848,753	848,753	0	0	848,753
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	21,487,798	7,158,347	28,646,145	24,655,397	34,649	3,956,099
Debenture By-law No. W.-5689-65 (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 2)	4,000,000	0	4,000,000	0	0	4,000,000
Total Financing	\$28,492,900	\$8,007,100	\$36,500,000	\$27,562,356	\$38,734	\$8,898,910

Financial Note:

Purchase Cost	\$13,000
Add: Legal Fees	25,000
Add: Land Transfer Tax	65
Add: HST @13%	4,940
Less: HST Rebate	-4,271
Total Purchase Cost	\$38,734

Note 1: Civic Service Areas, Agencies, Boards and Commissions are authorized to expend capital funds in accordance with the 2024 Capital Budget approved by Council as part of the 2023 Annual Budget Update, until the 2024-2027 Multi-Year Budget is adopted.

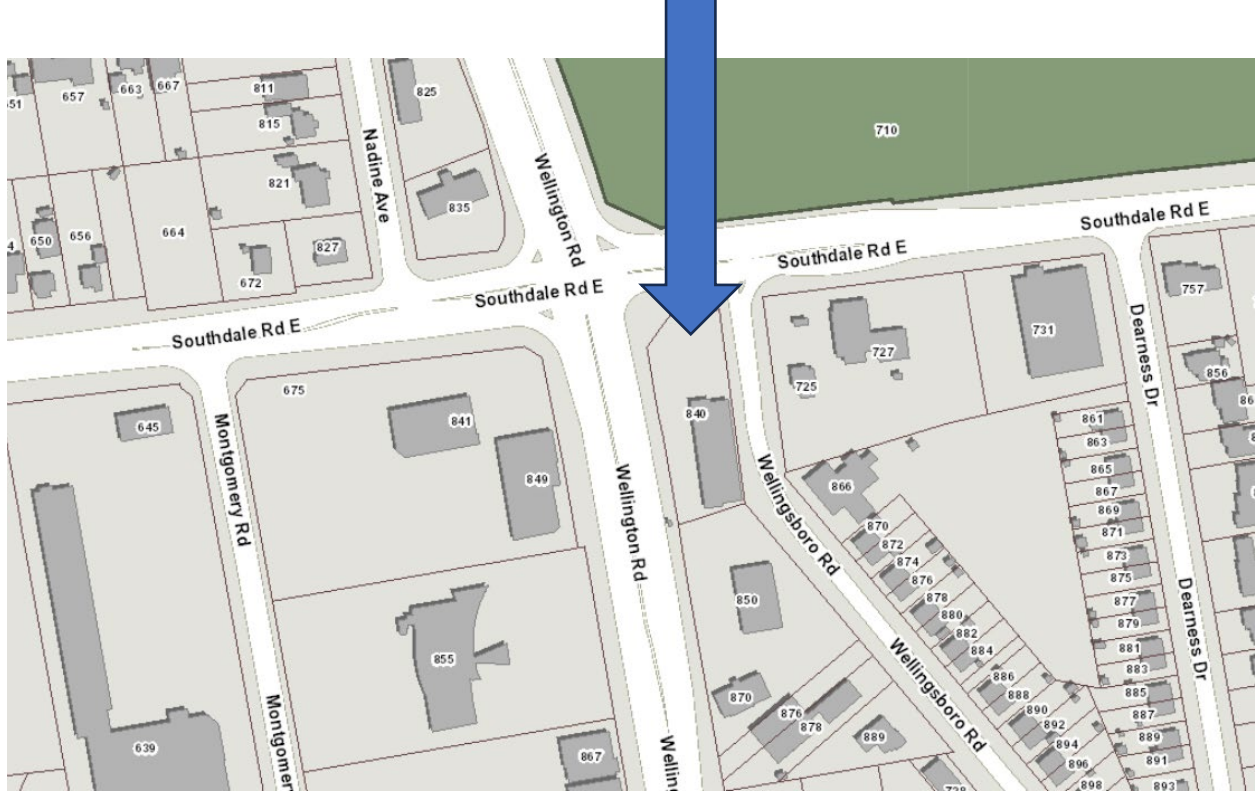
Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager, Financial Planning and Policy

lp

Appendix B – Location Map of Subject Property

Parent Parcel





PROJECT: 1448-1		DATE: AUGUST 2022	
REVISION: 0		SHEET NO: 1	
SCALE: - 1" = 250'		OWNER: 150 S. WELLS AVE ST. LOUIS, MO 63102	
LEGAL: 150 S. WELLS AVE PT. 25 150 S. WELLS AVE PT. 25 150 S. WELLS AVE PT. 25		ROLL NUMBER: 050 830 0012 0000 150 S. WELLS AVE PT. 25 150 S. WELLS AVE PT. 25	

PROPERTY REQUIREMENTS
850-870 WELLINGTON ROAD

LEGEND:

	PROPERTY REQUIRED		EXISTING ROW
	PERMANENT EASEMENT REQUIRED		PROPOSED ROW
	CONSTRUCTION EASEMENT REQUIRED		

WELLINGTON GATEWAY AND
INFRASTRUCTURE IMPROVEMENTS
PHASE 3

**CORPORATION
OF THE
CITY OF
LONDON**

AECOM
150 YEARS

P&J CONSULTANTS

AGM
PLANNING + DESIGN

Appendix C –Settlement Agreement

THIS SETTLEMENT AGREEMENT made this _____ day of January, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

CLAURAH HOLDINGS LIMITED
(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owner on or about the 19th day of October 2023;

AND WHEREAS the City expropriated from the Owner a portion of the lands known municipally as 850-870 Wellington Road, in the City of London (the "Owner's Lands"), specifically those lands described in Schedule "A" hereto (the "Expropriated Lands"), including a temporary easement for a period of two (2) years (the "Expropriation");

AND WHEREAS the Owner and the City wish to fully resolve any compensation to which the Owner is entitled to pursuant to the provisions of the Act and arising out of the Expropriation;

WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

1.00 SETTLEMENT TERMS

The City and the Owner (collectively, the "Parties") agree that the recitals contained in this Agreement are true and correct in fact and in substance.

- 1.01 The Parties agree that this Settlement Agreement is made pursuant to the provisions of Section 24 of the *Act*.
- 1.02 The Owner directs the City to pay the total sum of \$4,000.00, together with any other compensation and rights set out herein to the Owner for a fee simple taking of Part 1 on Expropriation Plan ER1545886 and the total sum \$9,000.00 for a temporary easement over Parts 2, 3 and 4 on Expropriation Plan ER 1545886 expiring on December 31, 2025 (the "Expropriation Compensation").
- 1.03 The Owner agrees that the Expropriation Compensation represents compensation for all claims available under the *Expropriations Act* relating specifically to: (i) the fair market value of the 2 year temporary easement interest; and (ii) any damages attributable to disturbance and business losses and interest on such losses, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 The Expropriation Compensation shall not represent compensation for claims available under the *Expropriations Act* relating to any damages attributable to injurious affection. The Parties agree that the Owner reserve all rights as it relates to compensation for claims available under the *Expropriations Act* relating to any damages attributable to injurious affection including, without limitation, damage to the Owner's Lands resulting from the City's activities on the Owner's Lands, provided such claim is made with particulars in writing to the City on or before January 22nd, 2028.
- 1.05 The Owner agrees to execute a Temporary Easement Agreement in the form attached hereto as Schedule "B" and consents to the registration of the Temporary Easement Agreement on title to the Lands.

2.00 RELEASE

- 2.01 The Owner shall execute a full and final release in favour of the City, in a form attached

as Schedule "C".

3.00 **PAYMENTS**

- 3.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council, if required under City policy.
- 3.02 The payment referred to in 3.01 shall be subject to the Owner providing vacant possession of the Lands on the Possession Date detailed in 4.01, executed copies of the Temporary Easement Agreement attached hereto as Schedule "B", Release attached hereto as Schedule "C" and full and final releases from any mortgagee who may qualify as an "owner" of the Expropriated Lands under the *Expropriations Act*.
- 3.03 The Owner hereby directs the City to make any and all payments of compensation and/or costs to "Goldberg, Lamba & Ghannoum LLP, in trust" or as otherwise directed in writing. The parties agree and acknowledge that this Agreement is sufficient direction on the payment of costs.

4.00 **POSSESSION DATE**

- 4.01 It is hereby acknowledged that the City requires possession of the lands commencing January 22, 2024, in accordance with the provisions of the *Expropriations Act* and the Owner shall provide possession with respect to the temporary easement on said date.

5.00 **OTHER TERMS**

- 5.01 **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements, and applicable taxes, to complete this transaction, subject to assessment.

6.00 **BINDING EFFECT**

- 6.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators, and assigns.

7.00 **GOVERNING LAW**

- 7.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Court or Tribunal thereof.

- 7.02 **SCHEDULE(S):** The following Schedules form part of this Agreement:

Schedule "A" Legal Description
Schedule "B" Temporary Easement Agreement
Schedule "C" Full and Final Release

[signature page follows]

IN WITNESS WHEREOF the Owner has duly executed this Agreement as of the ____ day of January, 2024.

CLAURAH HOLDINGS LIMITED


Name: Eric Ghannoum
Title: Council Agent

I/We Have the Authority to Bind the Corporation

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. _____ of the Council of the Corporation of the City of London passed on ____ day of

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schultness, City Clerk

SCHEDULE "A"

LEGAL DESCRIPTION:

Fee Simple:

PT LT 25, CON 2, designated as Part 1 on Expropriation Plan ER1545886,
LONDON/WESTMINSTER

Temporary Easement:

PT LT 25, CON 2, designated as Parts 2, 3, and 4 on Expropriation Plan ER1545886,
LONDON/WESTMINSTER

SCHEDULE B

TEMPORARY EASEMENT AGREEMENT

BETWEEN:

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

And

CLAURAH HOLDINGS LIMITED
(the "Owner")

WHEREAS the Owner is the owner of the lands municipally known as 850-870 Wellington Road, London, Ontario (the "Owner's Lands") and, more particularly, those lands described in the attached Schedule "A1" (the "Easement Lands").

AND WHEREAS the City requires a temporary easement over the Easement Lands for the purposes described herein and the Owner is agreeable to providing same, subject to certain terms and conditions;

NOW THEREFORE in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Construction Access Easement:** The Owner hereby grants to the City, its employees, servants, agents, contractors, successors, agents and assigns, a temporary easement in gross, free, and uninterrupted, for access upon, over, in, under and across the Easement Lands for all purposes related to construction activities (the "Temporary Easement").
2. **Consideration:** The City shall pay the Owner the total amount of Nine Thousand Dollars CDN (\$9,000.00) as payment for the Temporary Easement, payable in cash or cheque on or before January 22, 2024.
3. **Term:** The parties agree that this Temporary Easement shall be in effect from January 22, 2024, to January 22, 2026 or for such further period as the parties may agree (the "Term").
4. **Extension of Term:** The Owner hereby grants the City an option to extend the Term of this Temporary Easement one (1) time, for an additional period of one (1) year (the "Extension Term"). The Extension Term shall commence at the end of the existing Term and shall take effect upon:
 - a. Written notice being provided by the City to the Owner exercising the option to extend; AND
 - b. The City providing an additional payment to the Owner in the total amount of Four Thousand Five Hundred Dollars CDN (\$4,500.00)

all to be provided prior to the commencement of each extension of the Term.

The City agrees that it shall have no further right to an extension beyond the Extension Term.

5. **Additional Terms:**

- a. The City shall, prior to the expiry of the Term, which shall include the Extension Term, make best efforts to restore the Easement Lands and the Owner's Lands, to the extent any damage was caused to them as a result of any of City's activities thereon, to their original condition prior to the City's entry.
- b. The Easement Lands will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the Term.

- c. The proposed use of the Temporary Easement has been reviewed by the Owner and the sum set out as the consideration in this Agreement is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's Lands, including the Easement Lands, which may occur during the construction period.
6. **Indemnity:** The City shall indemnify, defend with counsel, and hold harmless the Owner, including its directors, officers, employees, and agents, from and against any and all claims, losses, liabilities, demands, and causes of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees (on a solicitor-client basis) incurred by the Owner in defence of same, caused by the use of the Temporary Easement by the City's employees, agents, contractors, sub-contractors, and any other person for whom the City is responsible for at law, pursuant to this Agreement, except those claims, demands, suits, or causes of action arising out of the negligence of the Owner.
7. **Successor & Assigns:**
- a. The Owner acknowledges that this Temporary Easement reflects an interest in the Easement Lands to the extent described herein and shall enure to the benefit of and be binding up the heirs, executors, administrators, successors and permitted assigns of the undersigned.
- b. The City may, at its option and cost, take steps to register this Agreement against title to the Easement Lands. The Owner agrees to execute any and all documentation necessary to effect the registration of the Temporary Easement on title to the Easement Lands.
- c. In the event that a transfer in ownership of the Easement Lands in whole or part is contemplated prior to the expiry of the term of this Agreement (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Easement Lands, in a form prescribed by the City, to abide by the terms of this Agreement and assume all obligations of the Owner herein, at no additional cost to the City.

[signature page follows]

DATED at London this _____ day of _____, 2024.

CLAURAH HOLDINGS LIMITED


 Name: *Eric Ghannoum*
 Title: *Council Agent*
I/We Have the Authority to Bind the Corporation

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 A-1 of the Council of The Corporation of the City of London passed the 15th day of November 1993, as amended.

THE CORPORATION OF THE CITY OF LONDON

 Josh Morgan, Mayor

 Michael Schulthess, City Clerk

SCHEDULE "A1"

LEGAL DESCRIPTION

PT LT 25, CON 2, designated as Parts 2, 3, and 4 on Expropriation Plan ER1545886, LONDON/WESTMINSTER

SCHEDULE "C"

FULL AND FINAL RELEASE

IN CONSIDERATION of the payment of the total sum of THIRTEEN THOUSAND DOLLARS (\$13,000.00), plus HST,

CLAURAH HOLDINGS LIMITED hereby releases, indemnifies and forever discharges **THE CORPORATION OF THE CITY OF LONDON**, their servants, agents and employees, from any and all actions, causes of action, claims and demands, howsoever arising, which heretofore may have been or may hereafter be sustained by **CLAURAH HOLDINGS LIMITED**, in connection with the expropriation of a fee simple and temporary easement interest in the lands located at 850-870 Wellington Road, herein "the subject property", in the City of London, as shown on Expropriation Plan ER1545886, including all claims under the *Expropriations Act*, including market value of interest in the lands taken, damages attributable to disturbance, business and rental losses and damages for any difficulties in relocation, as a result of this transfer of ownership (collectively, the "**Released Claims**"), provided however, that notwithstanding the foregoing or anything else to the contrary, the "**Released Claims**" shall not include actions, causes of actions, suits, proceedings, debts, duties, monies, accounts, bonds, covenants, contracts, liens, claims, liabilities, damages, injuries, losses, costs, indemnities, grievances, executions, fines, penalties, judgements and demands that **CLAURAH HOLDINGS LIMITED** may have pursuant to: (i) any damages attributable to injurious affection including, without limitation, damage(s) to its lands resulting from the City's activities on said lands; and (ii) the Indemnity, by the City, in favour of **CLAURAH HOLDINGS LIMITED**, contained at Section 6 of the Temporary Easement Agreement.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment is deemed to be no admission whatsoever of liability on the part of the said **THE CORPORATION OF THE CITY OF LONDON**, their servants, agents, and employees.


IT IS EXPRESSLY UNDERSTOOD AND AGREED that this release and settlement is intended to cover and does cover not only all now known losses and damages, but any future losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims, legal costs, and disbursement, except legal and appraisal fees as noted aforesaid, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release I have received legal advice regarding this release.

CLAURAH HOLDINGS LIMITED confirm that they are the sole legal and beneficial owners of the subject property at the time of the expropriation, with authority to direct the City to pay the settlement funds directed below.

IN WITNESS WHEREOF the undersigned have executed this Full and Final Release by their hands and seals this _____ day of January 2024.

CLAURAH HOLDINGS LIMITED


Name: Etie Ghannoum
Title: Counsel/Agent
I/We Have the Authority to Bind the Corporation