



London
CANADA

Council Minutes

10th Meeting of City Council
May 14, 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, D. Ferreira, S. Hillier

Absent: E. Pelozza

Also Present: S. Datars Bere, A. Barbon, S. Corman, D. Escobar, T. Hetherington, O. Katolyk, P. Ladouceur, H. McNeely, J. Paradis, T. Pollitt, K. Scherr, M. Schulthess, E. Skalski, C. Smith, B. Warner

Remote Attendance: I. Collins, K. Dickins, A. Hagan, R. Hayes, P. Ladouceur, K. Murray, J. Rennick.

The meeting is called to order at 1:03 PM; it being noted that Councillor S. Hillier was in remote attendance.

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

4. Council, In Closed Session

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.1/9/CSC)

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.
(6.2/9/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.3/9/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.4/9/CSC)

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

Motion Passed (14 to 0)

That Council convenes In Closed Session, from 1:08 PM to 1:16 PM.

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

Motion made by: P. Van Meerbergen

Seconded by: P. Cuddy

That the Minutes of the 8th Special Meeting and 9th Meeting of the Municipal Council, held on April 17, 2024, and April 23, 2024, respectively, 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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: S. Lehman

Seconded by: A. Hopkins

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

6.1 Core Area Parking Incentives Extension

1. S. Campbell and Board of Ark Aid Street Mission
2. (ADDED) B. Maly, Executive Director and S. Collyer, Board Chair - Downtown London

6.2 Request for One-Time Funding for Ark Aid

1. N. Vrbos

6.3 379-390 Hewitt Street and 748 King Street (Z-9718)

1. (ADDED) Luka Kot - Medallion Developments Inc.

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 9th Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 9th Report of the Corporate Services Committee 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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Peloza

Motion Passed (14 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 and Workplace Violence Prevention Procedure Annual Report January 1, 2022 to December 31, 2023

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the report regarding the Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination) and Workplace Violence Prevention Procedure BE RECEIVED for information purposes.

Motion Passed

3. (2.2) 2023 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Motion made by: H. McAlister

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

- a) the administrative contract awards for Professional Consulting Services with an aggregate total greater than \$100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Senior Manager, Procurement and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated May 6, 2024 as Appendix "A";
- b) the list of administrative contract awards for Tenders with a value up to \$6,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, BE RECEIVED for information, as appended to the staff report dated May 6, 2024 as Appendix "B"; and
- c) the City Treasurer, or delegate, BE DELEGATED authority to, at any time, refer questions concerning compliance with the Procurement of Goods and Services Policy to the City's internal auditor. The City Treasurer, or delegate, is hereby further authorized to ratify and confirm completed awards or purchases between \$15,000 and \$50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

Motion Passed

4. (2.3) Association of Municipalities Ontario - Board of Directors, Large Urban Caucus - Councillor A. Hopkins

Motion made by: H. McAlister

That the following actions be taken with respect to the Association of Municipalities of Ontario (AMO) Board of Directors:

- a) Councillor A. Hopkins BE ENDORSED to stand for election to the Association of Municipalities of Ontario (AMO) Board of Directors, Large Urban Caucus, for the 2024/2026 term;
- b) subject to Councillor A. Hopkins' successful election to the AMO Board of Directors, Large Urban Caucus, all associated cost to attend the Board of Directors meetings, AMO Conferences and other related commitments (Task Forces, Executive Committee, etc.) for the 2024/2026 term BE APPROVED for reimbursement by The Corporation of the City of London outside of her annual expense allocation; and
- c) Councillor A. Hopkins BE REIMBURSED up to \$500 for campaign-related expenses outside of Councillor A. Hopkins' annual expense allocation, upon submission of eligible receipts.

Motion Passed

5. (3.1) Presentation - Property Assessment and Tax System - Municipal Property Assessment Corporation

Motion made by: H. McAlister

That it BE NOTED that the Corporate Services Committee heard an update from B. Slater and A. Haines, Municipal Property Assessment Corporation (MPAC) with respect to the revised property assessment and tax system, as appended to the added agenda.

Motion Passed

6. (4.1) Consideration of Appointments to the London Community Advisory Committees

Motion made by: H. McAlister

That the consideration of appointments to the following London Community Advisory Committees BE REFERRED to the May 28, 2024 meeting of the Strategic Priorities and Policy Committee:

- Animal Welfare Community Advisory Committee;
- Diversity, Inclusion and Anti-Oppression Community Advisory Committee;
- Ecological Community Advisory Committee;
- Environmental Stewardship and Action Community Advisory Committee; and
- Integrated Transportation Community Advisory Committee.

Motion Passed

7. (4.2) Application - Issuance of Proclamation - Day of Remembrance of Our London Family

Motion made by: H. McAlister

That based on the application from Muslim Wellness Network, June 6, 2024 BE PROCLAIMED Day of Remembrance of Our London Family.

Motion Passed

8. (4.3) Application - Issuance of Proclamation – June 1984 Sikh Genocide

Motion made by: H. McAlister

That based on the application dated April 14, 2024 from London Sikh Youth Alliance and United Sikhs London Chapter, June 1 - 10, 2024 BE PROCLAIMED June 1984 Sikh Genocide.

Motion Passed

9. (4.4) Issuance of Proclamation - November 1984 Sikh Genocide

Motion made by: H. McAlister

That based on the application dated April 14, 2024 from London Sikh Youth Alliance and United Sikhs London Chapter, October 31 - November 5, 2024 BE PROCLAIMED November 1984 - Sikh Genocide.

Motion Passed

10. (4.5) Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Motion made by: H. McAlister

That based on the application dated April 17, 2024 from City of London Indigenous Employee Resource Group, September 30, 2024 BE PROCLAIMED Orange Shirt Day/National Day for Truth and Reconciliation.

Motion Passed

11. (4.6) Issuance of Proclamation - Life as a Refugee (LAAR) 2024

Motion made by: H. McAlister

That based on the application dated April 23, 2024 from the Cross-Cultural Learners Centre (CCLC) and our community partners College Boreal, London Public Library, LUSO Community Services and Pillar Nonprofit Network, June 20, 2024 BE PROCLAIMED Life As A Refugee (LAAR) 2024.

Motion Passed

- 8.2 6th Report of the Community and Protective Services Committee

Motion made by: D. Ferreira

That the 6th Report of the Community and Protective Services Committee BE APPROVED with the exception of item 7(2.5).

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: D. Ferreira

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 4th Report of the Animal Welfare Community Advisory Committee

Motion made by: D. Ferreira

That the 4th Report of the Animal Welfare Community Advisory Committee, from the meeting held on April 4, 2024, BE RECEIVED.

Motion Passed

3. (2.2) Data Regarding Impacts of Asylum Claimants on London's Emergency Shelter System

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report, dated April 29, 2024, with respect to Data Regarding the Impacts of Asylum Claimants on London's Emergency Shelter System, BE RECEIVED. (2024-S12)

Motion Passed

4. (2.3) RBB Innovations Ltd. (o/a One Human Service Network "OneHSN") Agreement

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report, dated April 29, 2024, related to RBB Innovations Ltd. (o/a One Human Service Network "OneHSN") Agreement:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to:

i) APPROVE the Agreement, as appended to the above-noted by-law, between RBB Innovations Ltd. (o/a One Human Services Network) and The Corporation of the City of London for a web-based solution to support a centralized child care information and waitlist system ("Childcare Connect");

ii) AUTHORIZE the Mayor and the City Clerk to execute the above-noted Agreement;

iii) DELEGATE authority to the Deputy City Manager, Social and Health Development, or their written designate, to approve renewals and amendments to this Agreement on that condition that same:

A) are consistent with the requirements contained in the Agreement approved under section 1 of the above-noted by-law;

B) do not require additional funding or are provided for in the City's current budget; and,

C) do not increase the indebtedness or liabilities of The Corporation of the City of London;

iv) AUTHORIZE the Civic Administration to undertake all administrative acts which are necessary in relation to this project, and,

b) the approval given, herein, BE CONDITIONAL upon the Corporation entering into or amending a Purchase of Service Agreement with the program. (2024-L04A)

Motion Passed

5. (2.4) London Fire Department Fire Master Plan Action Plan - Annual Update

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated April 29, 2024, with respect to the London Fire Department Fire Master Plan Action Plan Annual Update, BE RECEIVED. (2024- P16)

Motion Passed

6. (2.6) 2023-2024 Multi-Sector Service Accountability Agreement between The Corporation of the City of London (Dearness Home) and Ontario Health

Motion made by: D. Ferreira

That, on the recommendation of the Deputy City Manager, Social and Health Development, the proposed by-law, as appended to the staff report dated April 29, 2024, BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to:

a) APPROVE the Multi-Sector Service Accountability Agreement (“M-SAA”) for the period April 1, 2023 to March 31, 2024, to be entered into with Ontario Health with respect to the Adult Day Program at the Dearness Home, as appended to the above-noted by-law, and AUTHORIZE the Mayor and the City Clerk to execute the above-noted Agreement; and,

b) DELEGATE to the Deputy City Manager, Social and Health Development and the City Manager, the power to approve execute such further and other documents, including agreements, that may be required in furtherance of the above-noted M-SAA Agreement, or any future Multi-Sector Service Accountability Agreement that are consistent with the requirements contained in the above-noted M-SAA; it being noted that the Deputy City Manager, Social and Health Development, or the City Manager, as the case may be, shall provide a copy of fully executed documents to the City Clerk. (2024-L04A)

Motion Passed

7. (2.5) Core Area Parking Incentives Extension

Motion made by: D. Ferreira

That the following actions be taken with respect to the staff report, dated April 29, 2024, related to the Core Area Parking Incentives Extension:

a) the above-noted staff report BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to look further into the issues contained within the attached submission from Ark Aid London that was distributed to members of council;

it being noted that the communications, as appended to the Added Agenda, from B. Maly and S.A. Collyer, R. Bernardi and G. Gastaldi, with respect to this matter, were received. (2024- T02)

Motion made by: S. Lewis
Seconded by: Mayor J. Morgan

That the motion BE AMENDED to include the following new parts:

- c) the Civic Administration BE DIRECTED to implement a free 1-hour on-street parking program for the Core Area until the end of 2024;
- d) the financing for a free 1-hour on-street parking program for the Core Area, in the estimated amount of \$300,000, BE APPROVED from the Economic Development Reserve Fund;
- e) the Civic Administration BE DIRECTED to implement a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village until the end of 2024;
- f) the financing for a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village, in the estimated amount of \$30,000, BE APPROVED from the Economic Development Reserve Fund;

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, A. Hopkins, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, C. Rahman, and S. Franke

Absent: (1): E. Pelozza

Motion Passed (11 to 3)

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

That parts a) and b) BE APPROVED to read as follows:

- a) the above-noted staff report BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to look further into the issues contained within the attached submission from Ark Aid London that was distributed to members of council;

it being noted that the communications, as appended to the Added Agenda, from B. Maly and S.A. Collyer, R. Bernardi and G. Gastaldi, with respect to this matter, were received. (2024- T02)

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 to 0)

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

That parts c), d), e) and f) BE APPROVED to read as follows:

- c) the Civic Administration BE DIRECTED to implement a free 1-hour on-street parking program for the Core Area until the end of 2024;

d) the financing for a free 1-hour on-street parking program for the Core Area, in the estimated amount of \$300,000, BE APPROVED from the Economic Development Reserve Fund;

e) the Civic Administration BE DIRECTED to implement a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village until the end of 2024;

f) the financing for a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village, in the estimated amount of \$30,000, BE APPROVED from the Economic Development Reserve Fund;

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, A. Hopkins, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (3): S. Trosow, C. Rahman, and S. Franke

Absent: (1): E. Pelosa

Motion Passed (11 to 3)

Item 7, clause 2.5, as amended, reads as follows:

That the following actions be taken with respect to the staff report, dated April 29, 2024, related to the Core Area Parking Incentives Extension:

a) the above-noted staff report BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to look further into the issues contained within the attached submission from Ark Aid London that was distributed to members of council;

c) the Civic Administration BE DIRECTED to implement a free 1-hour on-street parking program for the Core Area until the end of 2024;

d) the financing for a free 1-hour on-street parking program for the Core Area, in the estimated amount of \$300,000, BE APPROVED from the Economic Development Reserve Fund;

e) the Civic Administration BE DIRECTED to implement a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village until the end of 2024;

f) the financing for a free 1-hour parking pilot program for Municipal Lot #1 and #2 in Old East Village, in the estimated amount of \$30,000, BE APPROVED from the Economic Development Reserve Fund;

it being noted that the communications, as appended to the Added Agenda, from B. Maly and S.A. Collyer, R. Bernardi and G. Gastaldi, with respect to this matter, were received. (2024- T02)

8.3 7th Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 7th Report of the Civic Works Committee BE APPROVED with the exception of items 6 (2.5), 7 (2.6), 8 (2.7) and 11 (4.1).

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

Motion Passed (14 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) 5th Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 5th Report of the Integrated Transportation Community Advisory Committee (ITCAC), from the meeting held on April 17, 2024:

- a) request for delegation status for the Chair of the ITCAC, at an upcoming Governance Working Group meeting, with respect to the recommendations contained within the ITCAC Last Term (2022-2023) Report, BE FORWARDED to the GWG for consideration; it being noted that the Municipal Council resolution, from the meeting held on April 2, 2024, with respect to the 3rd Report of the ITCAC, was received; and,
- b) clauses 1.1, 2.1, 3.1 and 3.3 to 3.5 BE RECEIVED.

Motion Passed

3. (2.2) 5th Report of the Environmental Stewardship and Action Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 5th Report of the Environmental Stewardship and Action Community Advisory Committee (ESACAC), from the meeting held on April 3, 2024:

- a) N. Musicco, Manager, Policy and Special Operations, BE INVITED to a future ESACAC meeting with respect to the Business Licensing By-law; it being noted that the EACAC held a general discussion with respect to invasive species and the Business Licensing By-law; and,
- b) clauses 1.1, 3.1, 5.1 and 5.2 BE RECEIVED.

Motion Passed

4. (2.3) Contract Award: Tender RFT-2024-039 - Colonel Talbot Road Two Lane Upgrade

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 April 30, 2024, related to Contract Award: Tender RFT-2024-039 for the Colonel Talbot Road Two Lane Upgrade:

- a) the bid submitted by J-AAR Civil Infrastructures Limited, at its tendered price of \$17,643,353.17 (excluding HST), BE

ACCEPTED; it being noted that the bid submitted by J-AAR Civil Infrastructures Limited was the lowest of seven bids received and meets the City's specifications and requirements, in accordance with Section 13.2 of the City of London's Procurement of Goods and Services Policy;

b) AECOM Canada Ltd., BE AUTHORIZED to complete the contract administration and construction inspection for this project in accordance with the estimate, on file, at an upset amount of \$1,546,230.00 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

c) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between The Corporation of the City of London and private property owners and public utilities in relation to the cost-sharing of servicing works contained within the Colonel Talbot Road Two Lane Upgrade project;

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

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

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

g) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this project (RFT-2024-039); and,

h) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-T04)

Motion Passed

5. (2.4) Approval of Roster of Vendors for Wastewater Solids Disposal Services

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 April 30, 2024, related to Approval of a Roster of Vendors for Wastewater Solids Disposal Services:

a) the roster for various solids disposal services BE APPROVED as submitted in accordance with Article 12.2.b of the Procurement of Goods and Services Policy;

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

c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2024-E07)

Motion Passed

9. (2.8) SS-2024-106 - Supply and Delivery of Traffic Paint

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 April 30, 2024, related to SS-2024-106 for the Supply and Delivery of Traffic Paint:

- a) approval hereby BE GIVEN to enter a three (3) year contract for the supply and delivery of traffic paint to Sherwin Williams, at the quoted price of \$147,040 per year; it being noted that the pricing was provided through participation in the Elgin/Middlesex/Oxford Purchasing Co-Operative (EMOP) and is therefore a single source purchase as per section 14.4 g) of the Procurement of Goods and Services Policy which states “it is advantageous to the City to acquire the goods or services from a supplier pursuant to the procurement process conducted by another public body”;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these contracts;
- c) approval, hereby given, BE CONDITIONAL upon the Corporation negotiating satisfactory prices, terms, and conditions with Sherwin Williams to the satisfaction of the Manager of Purchasing and Supply and the Deputy City Manager, Environment and Infrastructure; and,
- d) approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order relating to the subject matter of this approval. (2024-T06)

Motion Passed

10. (2.9) SS-2024-098 - Single Source Purchase of Energreen Tractor Mower

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report, dated April 30, 2024, related to SS-2024-098 for the Single Source Purchase of an Energreen Tractor Mower:

- a) approval BE GIVEN to execute a Single Source purchase in accordance with Section 14.4 (e) of the City of London’s Procurement of Goods and Services Policy;
- b) the single source negotiated price BE ACCEPTED to purchase one (1) Energreen ILF Alpha F11 Tractor Mower for a total estimated price of \$518,699.82 (excluding HST) from Colvoy Equipment;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- d) the approval, hereby given, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Sections 14.4(e) and 14.5(a)(ii) of the Procurement of Goods and Services Policy; and,
- e) the funding for this purchase BE APPROVED as set out in the Source of Financing Report, as appended to the above-noted staff report. (2024-V08)

Motion Passed

6. (2.5) Contract Award: Tender No. RFT-2024-094 - Wellington Gateway and Municipal Infrastructure Improvements Phase 4 - Harlech Gate to Wellington Commons Entrance

Motion made by: A. Hopkins

That items 6 (2.5), 7 (2.6) and 8 (2.7) BE APPROVED

6 (2.5) That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated April 30, 2024, related to a Contract Award: Tender No. RFT-2024-094 for Wellington Gateway and Municipal Infrastructure Improvements Phase 4 from Harlech Gate to Wellington Commons Entrance:

- a) the bid submitted by CH Excavating (2013) at its tendered price of \$30,814,695.92 (excluding HST) for the Rapid Transit Implementation – Wellington Road from Harlech Gate to Wellington Commons Entrance project, BE ACCEPTED; it being noted that the bid submitted by CH Excavating (2013) was the lowest of three (3) bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$2,482,675 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the "Sources of Financing Report", as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project;
- e) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between the Corporation of the City of London and public utilities and private service owners in relation to the cost-sharing of servicing works contained within the Wellington Gateway and Municipal Infrastructure Improvements Phase 4 – Harlech Gate to Wellington Commons Entrance contract;
- f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2024-094); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-T04)

- 7(2.6) Contract Award: Tender No. RFT-2024-091 - Wellington Gateway and Municipal Infrastructure Improvements Phase 3 - Wilkins Street to Harlech Gate

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated April 30, 2024, related to a Contract Award: Tender No. RFT-2024-091 for Wellington Gateway and Municipal Infrastructure Improvements Phase 3 from Wilkins Street to Harlech Gate:

- a) the bid submitted by Bre-Ex Construction Inc. at its tendered price of \$25,583,908.64 (excluding HST) for the Rapid Transit Implementation – Wellington Road from Wilkins Street to Harlech

Gate project, BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of five (5) bids received and meets the City's specifications and requirements in all areas;

b) Archibald, Gray and McKay Engineering Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$2,583,851 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

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

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

e) the Civic Administration BE AUTHORIZED to approve Memorandums of Understanding between the Corporation of the City of London and public utilities and private service owners in relation to the cost-sharing of servicing works contained within the Wellington Gateway and Municipal Infrastructure Improvements Phase 3 – Wilkins Street to Harlech Gate contract;

f) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT-2024-091); and,

g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-T04)

8 (2.7) Rapid Transit Implementation – Consultant Design Contract Increase RFP20-29 and RFP20-28

That on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated April 30, 2024, related to the Rapid Transit Implementation Consultant Design Contract Increase for RFP20-29 and RFP20-28:

a) the AECOM Canada Ltd. detailed design contract for RFP20-29 - Consulting Services for Rapid Transit and Infrastructure Improvements - Wellington Gateway Project BE INCREASED by \$672,000 (excluding HST) to \$7,451,736 in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

b) the Dillon Consulting Ltd. detailed design contract for RFP20-28 - Consulting Services for Rapid Transit and Infrastructure Improvements - East London Link Project BE INCREASED by \$623,000 (excluding HST) to \$7,004,734 in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

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

d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2024-T04)

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

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

Absent: (1): E. Pelozza

Motion Passed (12 to 2)

11. (4.1) Tree Planting Plan for Harris Park

Motion made by: A. Hopkins

That the following actions be taken with respect to the communication, as appended to the Agenda, from A.M. Valastro, with respect to a Tree Planting Plan for Harris Park:

- a) the above-noted communication and the verbal delegation from A.M. Valastro, with respect to this matter, BE RECEIVED; and,
- b) the above-noted communication BE REFERRED to the future work of the Tree Planting Strategy for consideration as part of that process. (2024-E04)

Yeas: (6): H. McAlister, S. Trosow, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Nays: (8): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, and S. Hillier

Absent: (1): E. Pelozza

Motion Failed (6 to 8)

8.4 9th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 9th Report of the Strategic Priorities and Policy Committee BE APPROVED with exception of item 8 (5.1).

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 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) 2025 Annual Budget Update Process

Motion made by: S. Lewis

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

- a) the report providing an overview of the 2025 Annual Budget Update process BE RECEIVED for information; and
- b) the Civic Administration BE DIRECTED to make the following amendments to the Council approved 2024 Council and Committee Calendar to accommodate the budget process timelines prescribed by “Strong Mayor” legislation:
 - i) reschedule the Budget Committee meetings currently scheduled for November 28th and 29th to November 21st and 22nd to consider Council amendments to the 2025 Budget Update; and
 - ii) schedule a Special Council meeting on November 27, 2024 to formally adopt Council amendments to the 2025 Budget Update.

Motion Passed

3. (2.2) Update on Anti-Hate Pilot Project

Motion made by: S. Lewis

That, on the recommendation of the Acting City Manager, the report entitled Update on the Anti-Hate Pilot Project BE RECEIVED for information.

Motion Passed

4. (2.3) 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee

Motion made by: S. Lewis

That the 4th Report of the Diversity, Inclusion and Anti-Oppression Community Advisory Committee, from its meeting held on April 11, 2024 BE RECEIVED.

Motion Passed

5. (2.4) Request for a Shareholder's Meeting - London and Middlesex Community Housing

Motion made by: S. Lewis

That the following actions be taken with respect to the 2023 Annual General Meeting of the Shareholder for London & Middlesex Community Housing:

- a) the 2023 Annual General Meeting of the Shareholder for London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 18, 2024, for the purpose of receiving the report from the Board of Directors of London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and
- b) the City Clerk BE DIRECTED to provide notice of the 2023 Annual Meeting to the Board of Directors for London & Middlesex Community Housing and to invite the Chair of the Board and the Chief Executive Officer of London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 18, 2024, from P. Chisholm, Chief Executive Officer, London & Middlesex Community Housing with respect to this matter.

Motion Passed

6. (2.5) Confirmation of Appointments to the Hamilton Road Business Improvement Association

Motion made by: S. Lewis

That G. Gardner, Director, Gardner Galleries and A. Tsiga, Director, The Fix Inc. BE APPOINTED to the Hamilton Road BIA for the term ending November 14, 2026; it being noted that the Strategic Priorities and Policy Committee received a communication dated April 17, 2024 from C. Luistro, Executive Director, Hamilton Road BIA with respect to this matter.

Motion Passed

7. (3.1) Ward Boundary Review - Watson & Associates Economist Ltd. Presentation

Motion made by: S. Lewis

That it BE NOTED that the Strategic Priorities and Policy Committee received a presentation from Watson & Associates Economists Ltd. with respect to the revised ward boundary review, as appended to the added agenda.

Motion Passed

9. (4.1) Request for Implementation of a Fare Free Day

Motion made by: S. Lewis

That the communication dated April 29, 2024 from Councillor S. Franke with respect to Fare Free Day for the general public BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received the following communications with respect to this matter:

- D. Stanford and M. Robinson, Co-Chairs, Working Group for Car Free Day 2024;
- L. Derikx, Interim Executive Director, London Environmental Network;
- M. A. Hodge, Climate Action London;
- C. Dyck and the London Greens;
- C. Murphy, Board Member of London Cycle Link and London Resident;
- A. McClenaghan, Co-Owner, London Bicycle Cafe;
- M. Blake Rose;
- M. Sheehan;
- B. Samuels, Chair, Environmental Stewardship and Action Community Advisory Committee;
- S. Sponseller;
- E. Blokker;

- L. Wall;
- AM Valastro;
- M. Bloxam; and
- Councillor S. Franke.

Motion Passed

10. (4.2) Consideration of Appointment to the Kettle Creek Conservation Authority Board of Directors

Motion made by: S. Lewis

That John Joseph Strybosch BE APPOINTED to the Kettle Creek Conservation Authority for the term ending November 14, 2026.

Motion Passed

11. (4.3) Resignation from Eldon House

Motion made by: S. Lewis

That the following actions be taken with respect to the Eldon House Board of Directors:

a) the communication dated April 24, 2024 from B. Duncan BE RECEIVED;

b) the resignation of Bruce Duncan from Eldon House Board of Directors BE ACCEPTED; and

c) the City Clerk BE DIRECTED to advertise in the usual manner to solicit applications for appointment to Eldon House Board of Directors, with applications to be brought forward to a future meeting of the Strategic Priorities and Policy Committee for consideration.

Motion Passed

12. (4.4) Request for a Review of the Code of Conduct for Members of Council

Motion made by: S. Lewis

That the following actions be taken with respect to the Code of Conduct for Members of Council:

a) the Civic Administration BE DIRECTED to undertake a review of the Code of Conduct for Members of Council and report back to a future meeting of the Strategic Priorities and Policy Committee, including the following components:

i) an environmental scan of codes of conduct for elected officials in comparable municipalities, with consideration of specific or general provisions related to “social media”, email, and communications with the public;

ii) review of the Ombudsman Ontario “Codes of Conduct, Complaint & Inquiry Protocols and Appointing Integrity Commissioners: Guide for Municipalities” with consideration to limit the Code of Conduct for Members of Council to the four prescribed

subject matters required pursuant to Regulation 55/18 of the Municipal Act, 2001; and

iii) review of the Code of Conduct for Members of Council using the Anti-Racism and Anti-Oppression Framework and Equity Tool, as required by the Policy for the Establishment and Maintenance of Council Policies;

b) the Civic Administration BE DIRECTED to consult with the City of London's Integrity Commissioner regarding the Code of Conduct for Members of Council;

c) the Civic Administration BE DIRECTED to review the Code of Conduct for Community Advisory Committees contained within the General Policy for Community Advisory Committees for general alignment with the principles of the Code of Conduct for Members of Council;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 25, 2024 from Councillor S. Stevenson and Deputy Mayor S. Lewis and a communication dated May 6, 2024 from AM Valastro with respect to this matter.

Motion Passed

8. (5.1) Request for One-Time Funding for Ark Aid

That, the following actions be taken with respect to providing shelter and support to our homeless population:

a) Civic Administration BE DIRECTED to extend one-time funding in the amount of \$687,000 to Ark Aid Street Mission Inc. for an additional 61 days until July 31, 2024 to be funded through the Community Investment Reserve Fund and for staff to engage with Ark Aid Street Mission Inc. to review its most recent communication related to a year round strategy; and

b) that consideration of the existing Municipal Purchase of Service Agreement with Safe Space London for a total estimated increase of up to \$130,000 (excluding HST) for the period of June 1, 2024 to July 31, 2024, to continue temporary day and overnight drop in space to be funded through the Contingency Reserve fund as per the Corporation of the City of London Procurement Policy Section 20.3 e) BE REFERRED to the May 28, 2024 meeting of the Strategic Priorities and Policy Committee;

it being noted that the Strategic Priorities and Policy Committee received a communication from Mayor J. Morgan and Deputy Mayor S. Lewis with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee heard a verbal delegation from S. Campbell, Executive Director, Ark Aid Street Mission Inc. with respect to this matter.

Motion made by: S. Lewis

That part a) of the motion BE APPROVED to read as follows:

a) Civic Administration BE DIRECTED to extend one-time funding in the amount of \$687,000 to Ark Aid Street Mission Inc. for an additional 61 days until July 31, 2024 to be funded through the Community Investment Reserve Fund and for staff to engage with

Ark Aid Street Mission Inc. to review its most recent communication related to a year round strategy;

it being noted that the Strategic Priorities and Policy Committee received a communication from Mayor J. Morgan and Deputy Mayor S. Lewis with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee heard a verbal delegation from S. Campbell, Executive Director, Ark Aid Street Mission Inc. with respect to this matter.

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 to 0)

Motion made by: D. Ferreira

That part b) of the motion BE APPROVED to read as follows:

b) that consideration of the existing Municipal Purchase of Service Agreement with Safe Space London for a total estimated increase of up to \$130,000 (excluding HST) for the period of June 1, 2024 to July 31, 2024, to continue temporary day and overnight drop in space to be funded through the Contingency Reserve fund as per the Corporation of the City of London Procurement Policy Section 20.3 e) BE REFERRED to the May 28, 2024 meeting of the Strategic Priorities and Policy Committee;

Yeas: (7): Mayor J. Morgan, H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

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

Absent: (1): E. Pelozza

Motion Failed (7 to 7)

Item 8, clause 5.1 reads as follows:

a) Civic Administration BE DIRECTED to extend one-time funding in the amount of \$687,000 to Ark Aid Street Mission Inc. for an additional 61 days until July 31, 2024 to be funded through the Community Investment Reserve Fund and for staff to engage with Ark Aid Street Mission Inc. to review its most recent communication related to a year round strategy;

it being noted that the Strategic Priorities and Policy Committee received a communication from Mayor J. Morgan and Deputy Mayor S. Lewis with respect to this matter;

it being further noted that the Strategic Priorities and Policy Committee heard a verbal delegation from S. Campbell, Executive Director, Ark Aid Street Mission Inc. with respect to this matter

8.5 7th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 7th Report of the Planning and Environment Committee BE APPROVED with the exception of item 11 (3.5)

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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelosa

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Ecological Community Advisory Committee

Motion made by: S. Lehman

That the 5th Report of the Ecological Community Advisory Committee from its meeting held on April 10, 2024, BE RECEIVED for information.

Motion Passed

3. (2.3) Quarterly Heritage Report

Motion made by: S. Lehman

That the staff report dated April 30, 2024 entitled "Quarterly Heritage Report - Q1 2024", relating to the Heritage Permit Application Permits processed under the Delegated Authority By-law for the first quarter of 2024, BE RECEIVED for information. (2024-R01)

Motion Passed

4. (2.5) March Building Division Monthly Report

Motion made by: S. Lehman

That the Building Division Monthly Report for the month of March 2024 BE RECEIVED for information. (2024-A23)

Motion Passed

5. (2.2) 4th Report of the Community Advisory Committee on Planning

Motion made by: S. Lehman

That the following actions be taken with respect to the 4th Report of the Community Advisory Committee on Planning, from its meeting held on April 10, 2024:

a) the Civic Administration BE DIRECTED to develop a more a more permissive set of guidelines for the use of synthetic materials

(including composites) in buildings designated under Heritage Conservation Districts to allow greater flexibility in material choices, while also aligning with London's existing HCD policies to preserve the aesthetic of heritage buildings and report back to a future PEC meeting for public input and Council approval;

b) the 4th Report of the Community Advisory Committee on Planning, from its meeting held on April 10, 2024 BE RECEIVED for information

It being noted that this direction is consistent with a recommendation brought forward by the Community Advisory Committee on Planning.

Motion Passed

6. (2.4) Initial Planning Application Tracking and Digital Planning Application Tracking Update from Planning and Economic Development for submission.

Motion made by: S. Lehman

That the staff report dated April 30, 2024, entitled "Initial Planning Application Tracking and Digital Planning Application Tracking Update", relating to the initial Planning Application Tracking project and Digital Planning Application Tracking program, BE RECEIVED for information. (2024-D19)

Motion Passed

7. (3.1) 1560 Dundas Street (Z-9715) (Relates to Bill No. 160)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by London Plaza Inc., relating to the property located at 1560 Dundas Street, the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 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 an Associated Shopping Area Commercial (ASA1/ASA4) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(_)/ASA3(_)/ASA4(_)) Zone;

it being noted that the Planning and Environment Committee received the project summary from D. Murphy, Urban Planner, Siv-ik Planning and Design, with respect to these matters;

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

- D. Murphy, Siv-ik Planning and Design;

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 London Plan, including, but not limited to the Urban Corridor Place Type; and,

- the recommended amendment facilitates a broader range of uses within existing building stock in the Built Area Boundary;

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

8. (3.2) 4023-4500 Meadowbrook Drive and 169-207 Exeter Road (OZ-9706) (Relates to Bills No. 156 and 161)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Bluestone Properties Inc. (c/o Zelinka Priamo Ltd., relating to the property located at 4023-4500 Meadowbrook Drive and 169-207 Exeter Road:

- a) the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend the Southwest Area Secondary Plan (SWAP), forming part of the Official Plan, by ADDING a site-specific policy to the Transitional Industrial and Medium Density Residential policies in the South Longwoods neighbourhood;
- b) the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 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), FROM holding Light Industrial (h-17*LI1/LI2/LI3/LI4/LI7) Zones TO Light Industrial Special Provision (LI1/LI2/LI3/LI4()/LI7 Zones;
- c) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended amendment is reflective of the proposed development circulated in the Notice of Application and Notice of Public Meeting, existing permissions, and the existing development on site;

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

- L. Jamieson, Zelinka Priamo Ltd.;

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;
- the recommended amendments conform to the policies of The London Plan, including, but not limited to the Key Directions and Transitional Industrial Designation in the Southwest Area Secondary Plan (SWAP); and,
- the recommended amendments would facilitate the continued use of the existing building stock with a range of potential uses that are appropriate for the context of the site and surrounding area;

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. (3.3) 6555 and 6595 Royal Magonlia Avenue (OZ-9702) (Relates to Bills No. 157 and 162)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by W3 Lambeth Farms Inc. (c/o Strik Baldinelli Moniz (SMB) Ltd.), relating to the property located at 6555 and 6595 Royal Magnolia Avenue:

- a) the following actions be taken with respect to the proposed amendments to the Official Plan:
 - i) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type and by ADDING the subject lands to Map 7 – Specific Policy Areas – of the Official Plan; and,
 - ii) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend the Southwest Area Secondary Plan (SWAP), by ADDING a site-specific policy to the Medium Density Residential policies in the North Lambeth Residential Neighbourhood;
- b) the proposed by-law appended to the Planning and Environment Committee Added Agenda as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016 as amended in parts a) i) and a) ii) above), to change the zoning of the subject property FROM a Residential R8 Special Provision/ Convenience Commercial Special Provision/Neighbourhood Facility Special Provision (R8-4(51)/CC6(120)/NF1(17)) Zone TO Residential R9 Special Provision (R9-7(_)*H24) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) provide distinction between ground floor commercial and residential uses;
 - ii) consider reducing the front yard depth (Royal Magnolia Avenue) to 6.0 metres to continue the established street wall;
 - iii) consider incorporating the ramp to the underground parking garage into the design of the building and reducing the amount of the at-grade surface parking provided in favour of more landscaped amenity area; and,
 - iv) enhanced tree planting;
- d) pursuant to Section 34(17) of the Planning Act, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended amendment is reflective of the proposed development circulated in the Notice of Application and Notice of Public Meeting, existing permissions, and the existing development on site;

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

- N. Dyjach, 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 (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 amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and Specific Policy Areas, and the Neighbourhoods Place Type policies;
- the recommended amendments conform to the Southwest Area Secondary Plan (SWAP), including but not limited to the North Lambeth Residential Neighbourhood policies; and,
- the recommended amendment would permit an appropriate form of development at an intensity that can be accommodated on the subject lands and is considered compatible with the 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. (3.4) 1170 Fanshawe Park Road East (Z-9713) (Relates to Bill No. 163)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by 1170 Fanshawe Park Road East Inc. (c/o Brock Development Group Inc.), relating to the property located at 1170 Fanshawe Park Road East:

- a) the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 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 Residential R1 (R1-14) Zone TO a Residential R6 Special Provision (R6-5(_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
 - i) the unit entrances shall be oriented towards Fanshawe Park Road East and/or Stackhouse Avenue;
 - ii) consider reducing the amount of surface parking provided in favour of more landscaped amenity area; and,
 - iii) enhanced tree planting;

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

- M. Doornbosch, Brock Developments;

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 (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 amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Neighbourhoods Place Type policies;
- the recommended amendment would permit an appropriate form of development at an intensity that can be accommodated on the subject lands and is considered compatible with the surrounding neighbourhood; and,
- the recommended amendment facilitates an infill development on an underutilized site and provides a range and mix of housing options;

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

12. (3.6) 2331 Kilally Road and 1588 Clarke Road (39T-20502/OZ-9244) (Relates to Bills No. 158 and 165)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the properties located at 2331 Kilally Road and 1588 Clarke Road:

- a) the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024 to amend the Official Plan for the City of London, 2016 to:
- i) REVISE Map 1 – Place Types – to redesignate a portion of the subject lands FROM a Neighbourhoods Place Type TO a Green Space Place Type.
 - ii) REVISE Map 3 – Street Classifications - to ADD Neighbourhood Connector and Civic Boulevard street classifications;
 - iii) REVISE Map 5 – Natural Heritage - to AMEND the limits of the Environmentally Significant Area (ESA) boundary;
 - iv) ADD a new Specific Policy to the Neighbourhoods Place Type on the westerly portion of the subject lands to permit triplexes, fourplexes, stacked townhouses, low-rise apartments, small-scale community facilities, emergency care establishments, and rooming houses, and to permit a maximum height of six (6) storeys or 20 metres; and,

v) ADD the westerly portion of the subject lands to Map 7 – Specific Policy Areas;

b) the proposed by-law appended to the staff report dated April 30, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 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 lands FROM an Urban Reserve (UR4) Zone, an Urban Reserve/Temporary (UR4•T-56) Zone and a Holding Urban Reserve (h-2•UR4) Zone TO a Holding Residential R1 (h-17•h-100•R1-4) Zone; a Holding Residential R1 Special Provision (h-17•h-100•R1-4(21)) Zone; a Holding Residential R1/Residential R3 Special Provision (h-17•h-100•R1-3/R3-1(*)) Zone; a Holding Residential R1/Residential R3 Special Provision/Residential R4 Special Provision (h-17•h-100•R1-1/R3-1(**)/R4-6(_)) Zone; a Holding Residential R1/Residential R3 Special Provision/Residential R4 Special Provision (h-17•h-100•R1-2/R3-1(**)/R4-6(_)) Zone; a Holding Residential R3/Residential R4 Special Provision/Residential R5/Residential R6/Residential R7/Residential R8 (h-17•h-100•R3-3/R4-6(_)/R5-7/R6-5/R7•H20•D100/R8-4•H20•D100) Zone; an Open Space (OS1) Zone; and an Open Space (OS4/OS5) Zone; and an amendment to Subsection 4.21 of the Zoning By-law General Provisions to delete the street classification of Kilally Road, 200 metres east of Clarke Road, as a 'Proposed Arterial';

c) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Residential Subdivision relating to the properties located at located at 2331 Kilally Road and 1588 Clarke Road:

i) request to add a Neighbourhood Facility Zone to Blocks 22, 23 and 24 along the western extent of the Draft Plan to accommodate a school to meet future needs;

ii) request to rename the subdivision to include the name Tackabury as there have been seven generations of Tackabury's living on the land;

iii) concerns with the second public access to the south of the proposed development as the applicant needs to purchase more than 50% of the existing Upper Thames River Conservation Authority (UTRCA) private entrance that currently serves as the UTRCA main access road and the entrance to Fanshawe Conservation Area as this will be required for a municipal right of way;

iv) the proposed development will impact the UTRCA's stacking ability for nearly every long weekend of the Fanshawe Conservation Area camping season and every community event held there;

v) request that feasibility studies and design and engineering alternatives be initiated and not be a financial burden to the UTRCA;

vi) ensure that the Z-662 for setback requirement for the existing pipeline is followed;

vii) ensure that encroachment does not happen on the pipeline easement corridor;

d) the Site Plan Approval Authority BE REQUESTED to consider the following design issue through the site plan process:

i) a noise impact assessment and appropriate attenuation measures are incorporated into the design of future residential development blocks with exposure to road noise on Clarke Road;

d) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of residential subdivision subject to draft plan conditions recommended by the Approval Authority, submitted by Sifton Properties Limited, prepared by Monteith Brown Planning Consultants (Project No. 12-824), certified by Jason Wilband O.L.S., dated February 29, 2024, as red-line amended, which shows a total of thirteen (13) low density residential blocks; eight (8) low-medium density residential street townhouse blocks; three (3) large medium density residential blocks; six (6) park blocks; one (1) future development block; one (1) block for Stormwater Management (SWM) Pond; seven (7) road widening and reserve blocks; served by a neighbourhood connector and several neighbourhood streets (Kilally Road extension and Streets A, B, C, D & E)

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

- M. Paluch, Monteith Brown Planning Consultants;
 - A. Haasen, Sifton Properties Limited;
 - M. Tackabury;
 - B. Verscheure, Upper Thames River Conservation Authority;
- and,
- R. Currie, Sun Canadian Pipeline;

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 which promote densities that efficiently use land, resources, and infrastructure, and neighbourhoods that foster social interaction, facilitate active transportation and community connectivity;
 - the recommended amendments conform to the policies of The London Plan, including, but not limited to, the Neighbourhoods Place Type, City Building and Design, Environmental, Our Tools, and all other applicable policies of The London Plan;
 - the recommended amendments are appropriate and compatible with existing and future land uses surrounding the subject lands;
- and,
- the recommended zoning will support the proposed Draft Plan of Subdivision and facilitate an appropriate form, height, and mix of low and medium density residential development in conformity with The London Plan, as amended;

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

13. (4.1) Upper Thames River Conservation Authority Service Level Review

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the Upper Thames River Conservation Authority Service Level Review:

- a) the Service Level Review Consultant and Upper Thames River Conservation Authority (UTRCA) Senior Staff BE REQUESTED to provide status updates to Civic Administration on a quarterly basis, with the first quarterly update provided three months following the consultant appointment;
- b) the Service Level Review Consultant and UTRCA Senior Staff BE REQUESTED to provide a presentation to Planning and Environment Committee once the project is finalized; and,
- c) the staff report dated April 30, 2024 entitled "Upper Thames River Conservation Authority Service Level Review" BE RECEIVED for information;

it being noted that the Planning and Environment Committee received a communication dated April 30, 2024 from T. Annett, General Manager, Upper Thames River Conservation Authority, with respect to these matters;

it being noted that the Planning and Environment Committee heard verbal delegations from the following with respect to these matters:

- M. Wallace, Executive Director, London Development Institute; and,
- T. Annett, General Manager, B. Petrie, Chair, Board of Directors and J. Allain, Manager, Environmental Planning and Regulations, Upper Thames River Conservation Authority;

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-A02)

Motion Passed

14. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Planning and Environment Committee Deferred Matters List dated April 22, 2024 BE RECEIVED for information.

Motion Passed

11. (3.5) 379-390 Hewitt Street and 748 King Street (Z-9718) (Relates to Bill No. 164)

Motion made by: S. Lehman

That, the following actions be taken with respect to the application of East Village Holdings Limited relating to the property located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street:

- a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to extend the Temporary Use (T-79) Zone as it applies to the area of land located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street for a period not to exceed one (1) year; and,

b) pursuant to subsection 34(17) of the Planning Act, no further notice be given;

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

- B. Blackwell, Stantec Consulting;

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

- the requested amendment for a short term extension would facilitate the long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement and in conformity with the policies of the Old East Village Dundas Street Corridor Secondary Plan and The London Plan; and,
- the requested amendment is consistent with the previous direction of Council requiring the applicant to submit building permits for any further parking extension being considered, which was met with the submission of a building permit for a 24-storey mixed use apartment tower on March 22, 2024;

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 made by: S. Lewis

Seconded by: S. Stevenson

That the motion BE AMENDED to include the following:

It being further noted, that as SPA23-097 for parking lot works has been received by the city, and should the applicant enter into a signed development agreement and demonstrate progress on the parking lot improvements before the expiration of this extension, that council shall consider an additional extension of no less than 2 years.

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

Nays: (3): A. Hopkins, S. Franke, and D. Ferreira

Absent: (1): E. Pelosa

Motion Passed (11 to 3)

Motion made by: S. Lewis

Seconded by: S. Lehman

That the motion, as amended, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Trosow, C. Rahman, S. Lehman, P. Van Meerbergen, D. Ferreira, and S. Hillier

Nays: (2): A. Hopkins, and S. Franke

Absent: (1): E. Pelosa

Motion Passed (12 to 2)

Motion made by: S. Stevenson
Seconded by: J. Pribil

That the motion, as amended, BE REFERRED to a future meeting of the Planning and Environment Committee to consider an amendment to the by-law to read as follows:

the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to extend the Temporary Use (T-79) Zone as it applies to the area of land located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street for a period not to exceed **three (3)** years;

Yeas: (4): S. Stevenson, J. Pribil, S. Trosow, and S. Hillier

Nays: (10): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, C. Rahman, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Franke, and D. Ferreira

Absent: (1): E. Pelosa

Motion Failed (4 to 10)

It being noted that Councillor S. Trosow leaves the meeting at 2:57 PM and enters the meeting at 3:08 PM

Item 11, clause 3.5, as amended, reads as follows:

That, the following actions be taken with respect to the application of East Village Holdings Limited relating to the property located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street:

- a) the proposed by-law attached hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 14, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016), to extend the Temporary Use (T-79) Zone as it applies to the area of land located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street for a period not to exceed one (1) year; and,
- b) pursuant to subsection 34(17) of the Planning Act, no further notice be given;

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

- B. Blackwell, Stantec Consulting;

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

- the requested amendment for a short term extension would facilitate the long-term redevelopment of the site to a more intense, transit-supportive use that is consistent with the policies of the Provincial Policy Statement and in conformity with the policies of the Old East Village Dundas Street Corridor Secondary Plan and The London Plan; and,
- the requested amendment is consistent with the previous direction of Council requiring the applicant to submit building permits for any further parking extension being considered, which

was met with the submission of a building permit for a 24-storey mixed use apartment tower on March 22, 2024;

it being further noted, that as SPA23-097 for parking lot works has been received by the city, and should the applicant enter into a signed development agreement and demonstrate progress on the parking lot improvements before the expiration of this extension, that council shall consider an additional extension of no less than 2 years.

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)

9. Added Reports

That the 10th Report of Council in Closed Session BE APPROVED.

Motion made by: H. McAlister

That part 1 and 2 of the 10th Report of the Council in Closed Session 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, S. Franke, D. Ferreira, and S. Hillier

Absent: (1): E. Pelozza

Motion Passed (14 to 0)

Motion made by: H. McAlister

That part 3 and 4 of the 10th Report of the Council in Closed Session BE APPROVED

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

Nays: (1): P. Van Meerbergen

Absent: (1): E. Pelozza

Motion Passed (13 to 1)

That clause 1 to 4 of the 10th Report of the Council, In Closed Session, read as follows:

1. Partial Property Acquisition – 977 Oxford Street East / 836 Quebec Street – Infrastructure Renewal Program

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, on the advice of the Director, Realty Services, with respect to the property located at 977 Oxford Street East / 836 Quebec Street, further described as Part of Lots 10, 11 and 12, Plan 423, designated as Part 1, Plan 33R-21334, in the City of London, being part of PIN #08285-0089, containing an

area of approximately 0.0566 acres (2,466 square feet), as shown on the location map attached as Appendix “B”, for the purpose of providing sufficient width to accommodate the addition of bike lanes on Quebec Street, and a left turn lane on Oxford Street East, the following actions be taken:

- a) the offer submitted by 2351670 Ontario Inc. (the “Vendor”), to sell the subject property to the City, for the sum of \$128,000.00 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”.

2. Property Acquisition – 25 Queens Place

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 property known as 25 Queens Place, owned by Habitat for Humanity Heartland Ontario Inc., containing an area of approximately 1.84 acres, legally described as Part Lots 1, 2, 3, 4, 5, 6, 7, 8, 11 A & B, Block 1, Plan 296 (3rd); designated as Parts 2, 3, and 4, Plan 33R-20314, in the City of London, County of Middlesex (the “Property”), as shown outlined in Appendix “C” of the staff report, the following actions be taken:

- a) the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by The Corporation of the City of London (the “Purchaser”) to repurchase the subject property from Habitat for Humanity Heartland Ontario Inc., for the sum of \$595,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and
- b) the financing for the acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

3. Settlement Agreement – 977 – 993 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 977-993 Wellington Road, further described as Part Lot 25, Concession 2, designated as Part 1 on Expropriation Plan ER1545931 and Part 1 on Expropriation Plan ER1545933, in the City of London, being part of PIN 08494-0341/42, 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 Wellington Plaza Holdings Inc. to settle the outstanding expropriation compensation to the property owner for the total sum of \$38,300.00 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”.

4. Property Acquisition – 8 Raywood Avenue – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 8 Raywood Avenue, further described as Part of Lots 26 and 27, Plan 467 (4TH), designated as Part 1, Plan 33R-6320, in the City of London, being all of PIN 08358-0100 (LT), containing an area of approximately 6,070 square feet, 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 offer submitted by Matthew Leering (the “Vendor”), to sell the subject property to the City, for the sum of \$555,000.00 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”.

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

It being noted that Councillor P. Van Meerbergen leaves the meeting at 3:28 PM

13. By-laws

Motion made by: P. Cuddy

Seconded by: S. Lewis

That Introduction and First Reading of Bill No.'s 153 to 165 including Added Bill No.'s 166 and 167, and excluding Bill No. 164, BE APPROVED

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

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (13 to 0)

Motion made by: A. Hopkins

Seconded by: D. Ferreira

That Second Reading of Bill No.'s 153 to 165 including Added Bill No.'s 166 and 167, and excluding Bill No. 164, BE APPROVED

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

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (13 to 0)

Motion made by: S. Lehman

Seconded by: H. McAlister

That Third Reading of Bill No.'s 153 to 165 including Added Bill No.'s 166 and 167, and excluding Bill No. 164, BE APPROVED

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

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (13 to 0)

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

That Introduction and First Reading of Added Bill No.'s 168 and 169, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (12 to 1)

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

That Second Reading of Added Bill No.'s 168 and 169, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (12 to 1)

Motion made by: P. Cuddy
Seconded by: J. Pribil

That Third Reading of Added Bill No.'s 168 and 169, BE APPROVED.

Yeas: (12): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, J. Pribil, S. Trosow, C. Rahman, S. Lehman, A. Hopkins, S. Franke, D. Ferreira, and S. Hillier

Nays: (1): S. Stevenson

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (12 to 1)

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

That Introduction and First Reading of Bill No. 164 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (11 to 2)

Motion made by: J. Pribil
Seconded by: S. Stevenson

That Second Reading of Bill No. 164 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (11 to 2)

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

That Third Reading of Bill No. 164 BE APPROVED

Yeas: (11): Mayor J. Morgan, H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, S. Franke, D. Ferreira, and S. Hillier

Nays: (2): S. Trosow, and A. Hopkins

Absent: (2): P. Van Meerbergen, and E. Pelosa

Motion Passed (11 to 2)

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

Bill No. 153	By-law No. A.-8492-111 - A by-law to confirm the proceedings of the Council Meeting held on the 14th day of May, 2024. (City Clerk)
Bill No. 154	By-law No. A.-8493-112 - A by-law to approve the contract between The Corporation of the City of London and RBB Innovations Ltd. o/a One Human Services Network; and to authorize the Mayor and the City Clerk to execute the Agreement. (2.3/6/CPSC)
Bill No. 155	By-law No. A.-8494-113 - A by-law to approve the Multi-Sector Service Accountability Agreement with Ontario Health, and to authorize the Mayor and the City Clerk to execute the agreement. (2.6/6/CPSC)
Bill No. 156	By-law No. C.P.-1512(dc)-114 - A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 4023-4500 Meadowbrook Drive and 169-207 Exeter Road (3.2a/7/PEC)
Bill No. 157	By-law No. C.P.-1512(dd)-115 - A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 6555 & 6595 Royal Magnolia Avenue (3.3a/7/PEC)
Bill No. 158	By-law No. C.P.-1512(de)-116 - A by-law to amend the Official Plan, The London Plan for the City of London, relating to 2331 Kilally Road and 1588 Clarke Road. (3.6a/7/PEC)
Bill No. 159	By-law No. S.-6327-117 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Grey Street east of Maitland Street) (Chief Surveyor, for road dedication purposes pursuant to SPA22-067)
Bill No. 160	By-law No. Z.-1-243206 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1560 Dundas Street (3.1/7/PEC)
Bill No. 161	By-law No. Z.-1-243207 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4023-4500 Meadowbrook Drive and 169-207 Exeter Road (3.2b/7/PEC)
Bill No. 162	By-law No. Z.-1-243208 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 6555 & 6595 Royal Magnolia Avenue. (3.3b/7/PEC)
Bill No. 163	By-law No. Z.-1-243209 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1170 Fanshawe Park Road East. (3.4/7/PEC)
Bill No. 164	By-law No. Z.-1-243210 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 376, 378, 380, 382, 386 & 390 Hewitt Street and 748 King Street. (3.5/7/PEC)
Bill No. 165	By-law No. Z.-1-243211 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2331 Kilally Road and 1588 Clarke Road. (3.6b/7/PEC)

Bill No. 166	By-law No. A.-8495-118 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2351670 Ontario Inc., for the partial acquisition from the property located at 977 Oxford Street East / 836 Quebec Street, in the City of London, for Infrastructure Renewal Program, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/9/CSC)
Bill No. 167	By-law No. A.-8496-119 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Habitat for Humanity Heartland Ontario Inc. for the City purchase of vacant land municipally known as 25 Queens Place, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/9/CSC)
Bill No. 168	By-law No. A.-8497-120 - A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and Wellington Plaza Holdings Inc., for the property rights expropriated from the property at 977-993 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. (6.3/9/CSC)
Bill No. 169	By-law No. A.-8498-121 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Matthew Leering, for the acquisition of the property located at 8 Raywood Avenue, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/9/CSC)

14. Adjournment

Motion made by: S. Lewis

Seconded by: H. McAlister

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourned at 3:56PM.

Josh Morgan, Mayor

Michael Schulthess, City Clerk

Appendix A – Source of Financing Report

Appendix "A" CONFIDENTIAL

#24074

May 6, 2024
(Partial Property Acquisition)

Chair and Members
Corporate Services Committee

RE: 977 Oxford Street East/836 Quebec Street
Infrastructure Renewal Program
(Subledger LD230072)
Capital Project TS1636 - Advance Purchase of Land
2351670 Ontario Inc.

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 purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Purchase	2,243,785	292,639	141,434	1,809,712
Total Expenditures	\$2,243,785	\$292,639	\$141,434	\$1,809,712
Sources of Financing				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,243,785	292,639	141,434	1,809,712
Total Financing	\$2,243,785	\$292,639	\$141,434	\$1,809,712

Financial Note:

Purchase Cost	\$128,000
Add: Legal Fees	10,000
Add: Land Transfer Tax	1,005
Add: HST @13%	17,940
Less: HST Rebate	-15,511
Total Purchase Cost	<u>\$141,434</u>

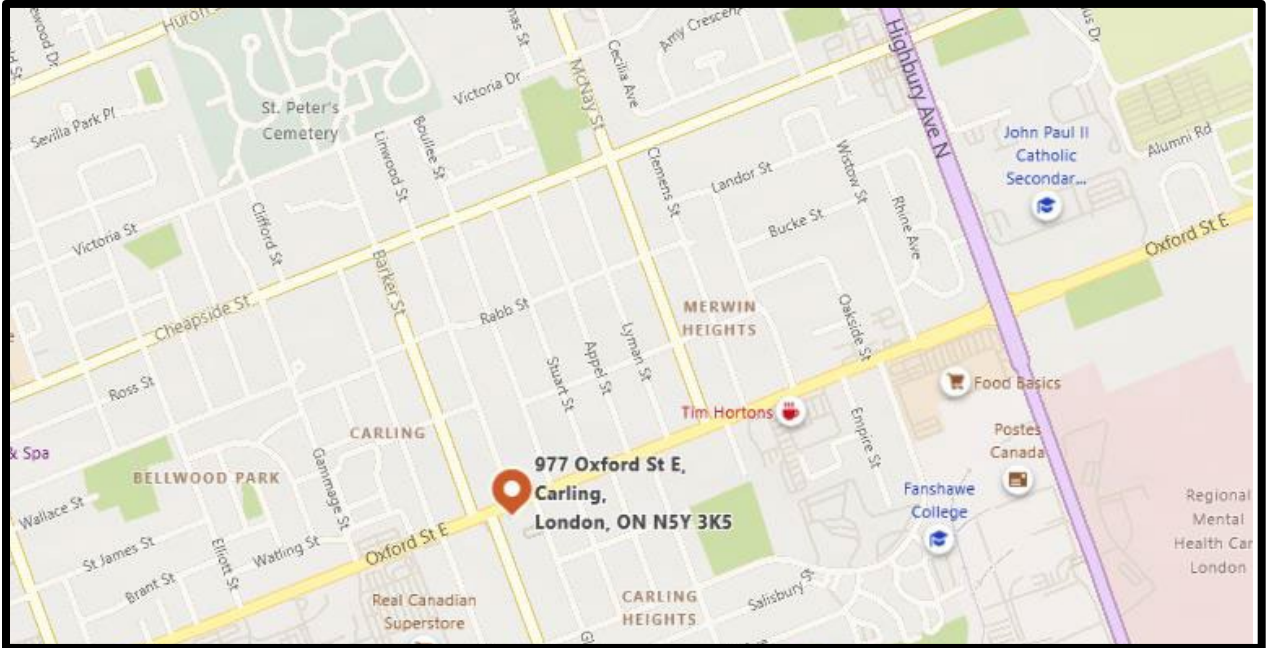
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager, Financial Planning and Policy

mp

Appendix B – Location Map



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 2351670 ONTARIO INC.

REAL PROPERTY:

Address 977 Oxford Street / 836 Quebec Street

Location Southeast corner of Oxford Street East and Quebec Street

Approximate Measurements Frontage: 266.6ft along Oxford Street East and Quebec Street
Depth: Irregular
Area: 0.0566 acres / 2,466 sq.ft.
Shape: Irregular

Legal Description: Part of Lots 10, 11 and 12, Plan 423, designated as Part 1 on 33R-21334 being part of PIN #08285-0089 as shown in Schedule "A" attached hereto (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE HUNDRED TWENTY EIGHT THOUSAND DOLLARS CDN (\$128,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 17, 2024, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on August 16th, 2024 (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on August 30th, 2024. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST; the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the completion funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **COMPLETION ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-Law _____ of the Council of The Corporation of the City of London passed the _____ day of _____.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

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

SIGNED, SEALED AND DELIVERED

In the Presence of

2351670 ONTARIO INC.

Per: _____

Name: _____

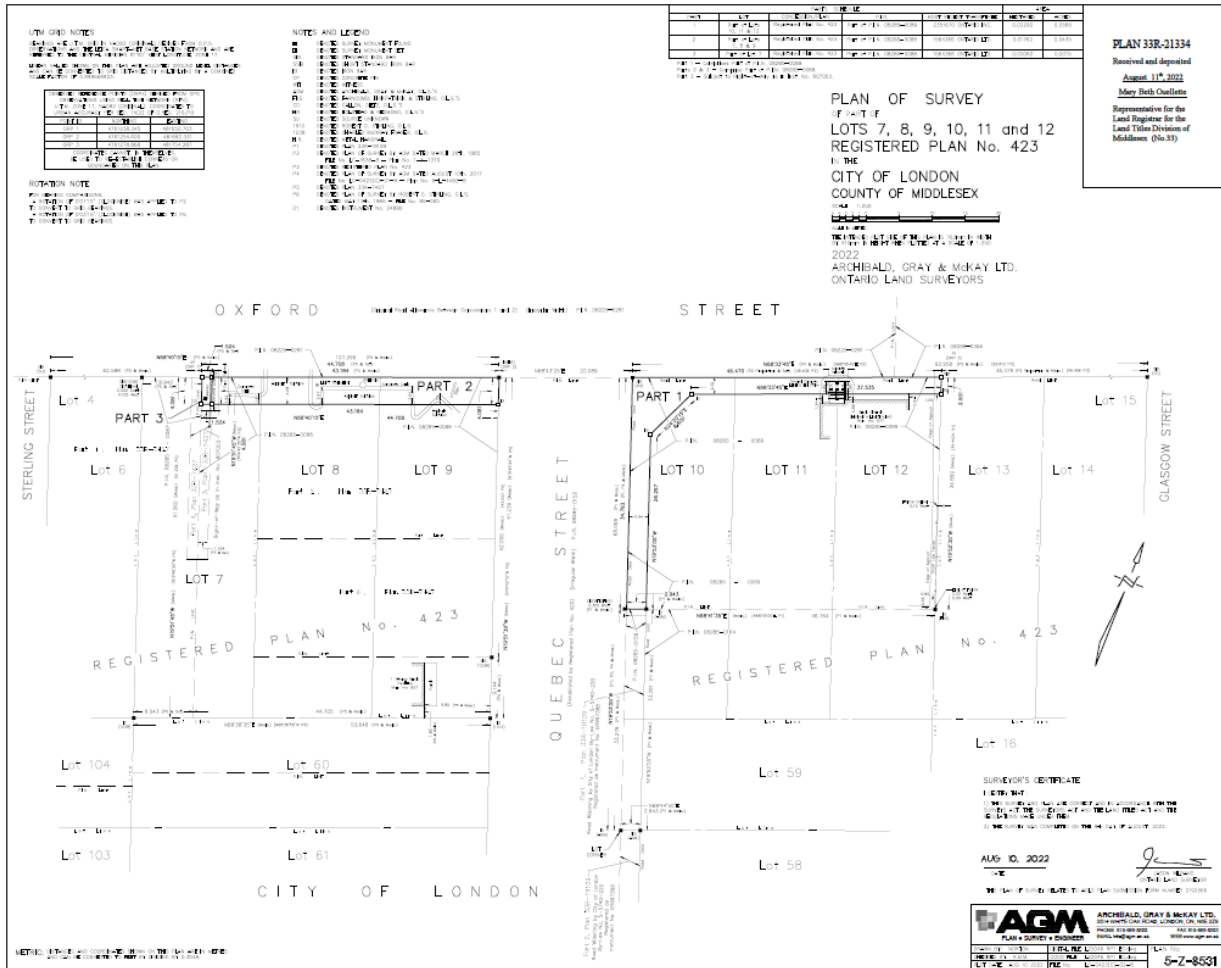
Title: _____

I have authority to bind the corporation.

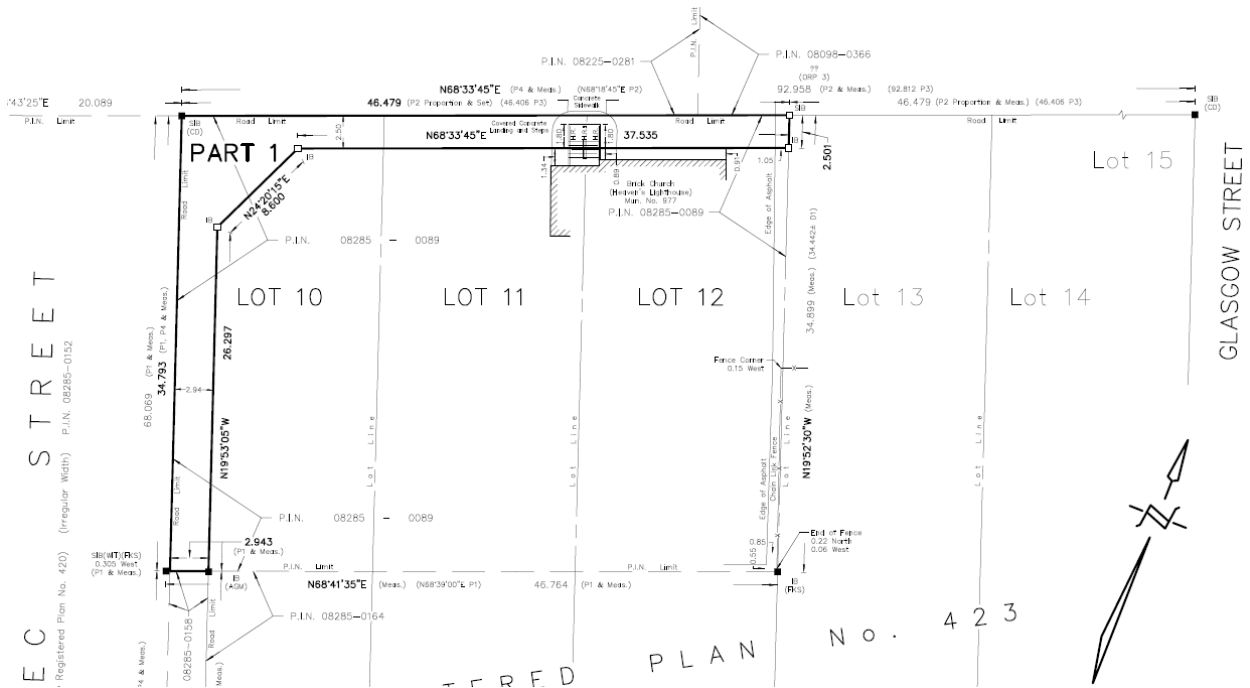
VENDOR'S LAWYER:

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

SCHEDULE "A" Description of "The Property"



SCHEDULE "A" Description of "The Property" Continued



SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **STAIR ENCROACHMENT:** The Purchaser acknowledges that a concrete landing and steps servicing the Vendor's building located on the lands abutting the Property shall be encroaching upon the Property upon the completion of this transaction. The Purchaser and Vendor shall enter in an encroachment agreement prior to closing in a form to be provided by the Purchaser to permit the encroachment until the earlier of such time as 1) the Purchaser reconfigures the concrete landing and steps servicing the Vendor's building in a manner agreed upon by the parties and thereby reducing the area of encroachment or eliminating it all together OR 2) the Vendor's property is redeveloped at which time the encroachment is to be removed. The terms of the encroachment agreement shall include authorizing the Purchaser to access the Vendor's lands as required to deal with the encroachment in the manner
4. **STAIR ENCROACHMENT CONDITION:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the how the current concrete landing and steps servicing the Vendor's building located on the lands abutting the Property may be reconfigured to eliminate and/or reduce the area of encroachment. The Vendor agrees to cooperate with the Purchaser in determining how to reconfigure the concrete landing and steps servicing the Vendor's building including access for site visits, measurements, floor plans, occupancy limits, and studies. The Vendor acknowledges that an updated reference plan may be required once the final configuration is determined. The Purchaser agrees to carry work associated with reconfiguring the stairs as part of a future municipal construction project targeted for 2026.

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

5. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before the completion date and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date one or more times for a total period of up to six (6) months, without condition, to facilitate the deposit of the reference plan prior to the completion of this transaction.
6. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

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

5. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the Expropriations Act R.S.O. 1990, c. E.26 arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24081
May 6, 2024
(Settlement Agreement)

RE: Property Acquisition - 25 Queens Place
Roadmap to 3000 Affordable Housing Units
(Subledger LD240056)
Capital Project SH3000 Roadmap to 3000 Affordable Housing Units
Habitat for Humanity Heartland Ontario Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this settlement 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	Committed To Date	This Submission	Balance for Future Work
Engineering	5,198,325	4,598,325	0	600,000
Land Purchase	15,937,069	5,132,931	804,138	10,000,000
Construction	2,904,095	2,904,095	0	0
City Related Expenses	475,120	475,120	0	0
Capital Grants	45,685,391	13,876,000	0	31,809,391
Total Expenditures (Note 1)	\$70,200,000	\$26,986,471	\$804,138	\$42,409,391

Sources of Financing

Capital Levy	16,700,000	15,895,862	804,138	0
Drawdown from Affordable Housing Reserve Fund	44,002,694	8,593,303	0	35,409,391
Drawdown from Land Acquisition Reserve Fund	7,000,000	0	0	7,000,000
Provincial Grants	2,497,306	2,497,306	0	0
Total Financing (Note 1)	\$70,200,000	\$26,986,471	\$804,138	\$42,409,391

Financial Note:

Land Purchase	\$595,000
Add: Legal and Appraisal Fees	2,000
Add: Due Diligence Studies	175,000
Add: Contingency Costs	10,000
Add: Land Transfer Tax	8,375
Add: HST @13%	101,660
Less: HST Rebate	-87,897
Total Purchase Cost	\$804,138

Note 1: The remainder of the \$78 million Roadmap financing is included in the 2024-2026 proposed capital plan.



Jason Davies
Manager, Financial Planning and Policy

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Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: HABITAT FOR HUMANITY HEARTLAND ONTARIO INC.

REAL PROPERTY:

Address: 25 Queens Place, London, Ontario

Location: North of Queens Place

Measurements: IRREGULAR- AREA of +/- 1.84 Acres

Legal Description: PART LOTS 1, 2, 3, 4, 5, 6, 7, 8, 11, A & B, BLK I, PLAN 296(3RD); DESIGNATED AS PARTS 2, 3 AND 4 ON 33R20314; LONDON, as shown on the sketch attached as Schedule "A".


1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be Five Hundred and Ninety Five Thousand Dollars CDN (\$595,000.00) payable as follows:
 - a) a deposit of TEN THOUSAND DOLLARS CDN (\$10,000.00) cash (or bank draft or cheque) as a deposit payable to the Vendor's solicitor, in trust and to be credited towards the purchase price on completion; and,
 - b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **June 7th 2024** after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **September 6th 2024** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **September 20th 2024**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
11. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
12. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
13. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If

requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
16. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
17. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
18. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

VENDOR: HABITAT FOR HUMANITY HEARTLAND ONTARIO INC.



Witness

Per: 

Name: **Steven Roorda**
Title: **Board Chair**

April 25, 2024
Date

Witness

Per: _____
Name: _____
Title: _____

Date

I/WE Have Authority to Bind the Corporation

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

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

THE CORPORATION OF THE CITY OF LONDON

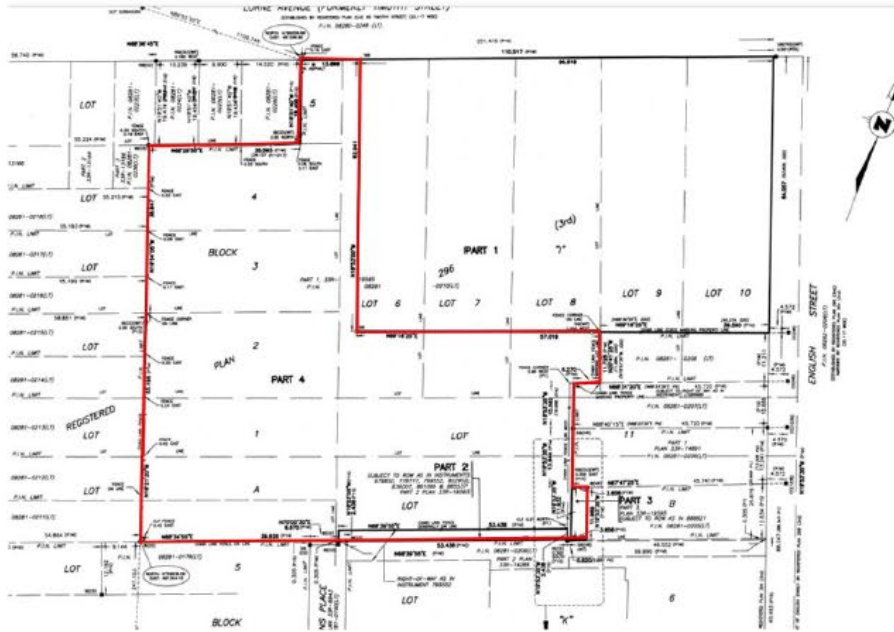
Josh Morgan, Mayor

Michael Schulthess, City Clerk

VENDOR'S LAWYER: Suzanne Godin 519-679-0400 Brown BEATTIE O'Donovan

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

SCHEDULE "A"
"The Property"



SCHEDULE "B"

1. GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:

The Purchaser shall have until **4:30pm EST on September 6th 2024** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil tests 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. LEGAL FEES:

The purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).

3. AS IS CONDITION:

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis.

4. REIMBURSEMENT TO THE VENDOR:

At the Purchaser's sole and absolute discretion, the Purchaser may reimburse the Vendor for costs associated with the finalized planning and finalized engineering work by the Purchaser which may include but not be limited to a hydrogeological study, a tree inventory study, civic engineering plans, building design plans, and a traffic impact study (the "Purchaser Reports"), up to a cumulative sum total of One Hundred Thousand Dollars (\$100,000.00) inclusive of HST which shall be supported by original receipts provided by the Vendor and reliance letters provided to the Purchaser (if applicable) from the consultant(s) retained by the Vendor in the completion of the Purchaser Reports.

5. STATEMENT OF ADJUSTMENTS:

The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24080
May 6, 2024
(Settlement Agreement)

RE: Settlement Agreement for 977 - 993 Wellington Road
Wellington Gateway Project
(Subledger LD220132)
Capital Project RT1430-1B - Wellington Gateway (South)
Wellington Plaza Holdings Inc.

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this settlement 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	Committed To Date	This Submission	Balance for Future Work
Land Purchase	65,369,008	27,715,869	64,606	37,588,534
Total Expenditures	\$65,369,008	\$27,715,869	\$64,606	\$37,588,534
Sources of Financing				
Capital Levy	3,005,102	2,931,461	6,833	66,808
Debenture By-law No. W.-5689-65	3,908,868	0	0	3,908,868
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	28,646,145	24,784,408	57,772	3,803,965
Debenture By-law No. W.-5689-65 (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1)	29,808,893	0	0	29,808,893
Total Financing	\$65,369,008	\$27,715,869	\$64,606	\$37,588,534

Financial Note:

Land Purchase	\$38,300
Add: Legal and Appraisal Fees	25,000
Land Transfer Tax	192
Add: HST @13%	8,229
Less: HST Rebate	-7,115
Total Purchase Cost	\$64,606

Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager, Financial Planning and Policy

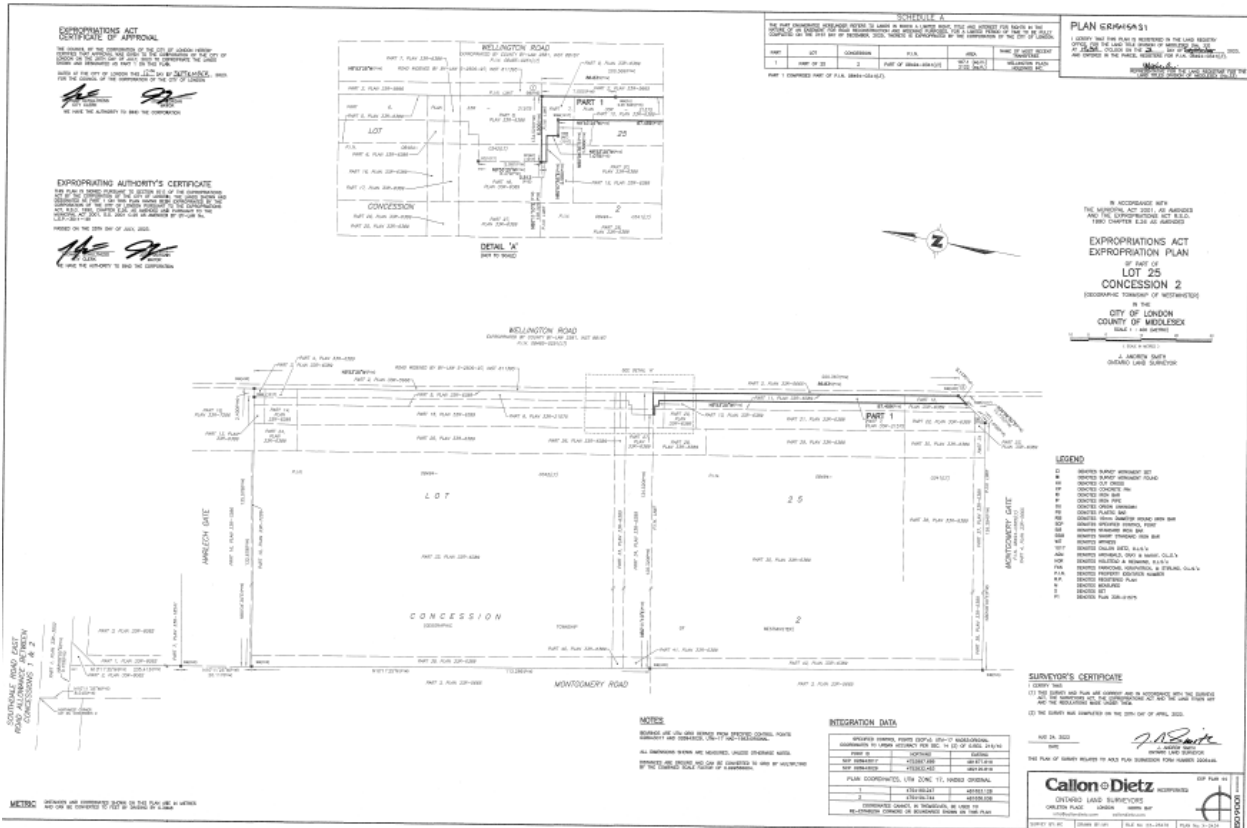
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Appendix B – Location Map

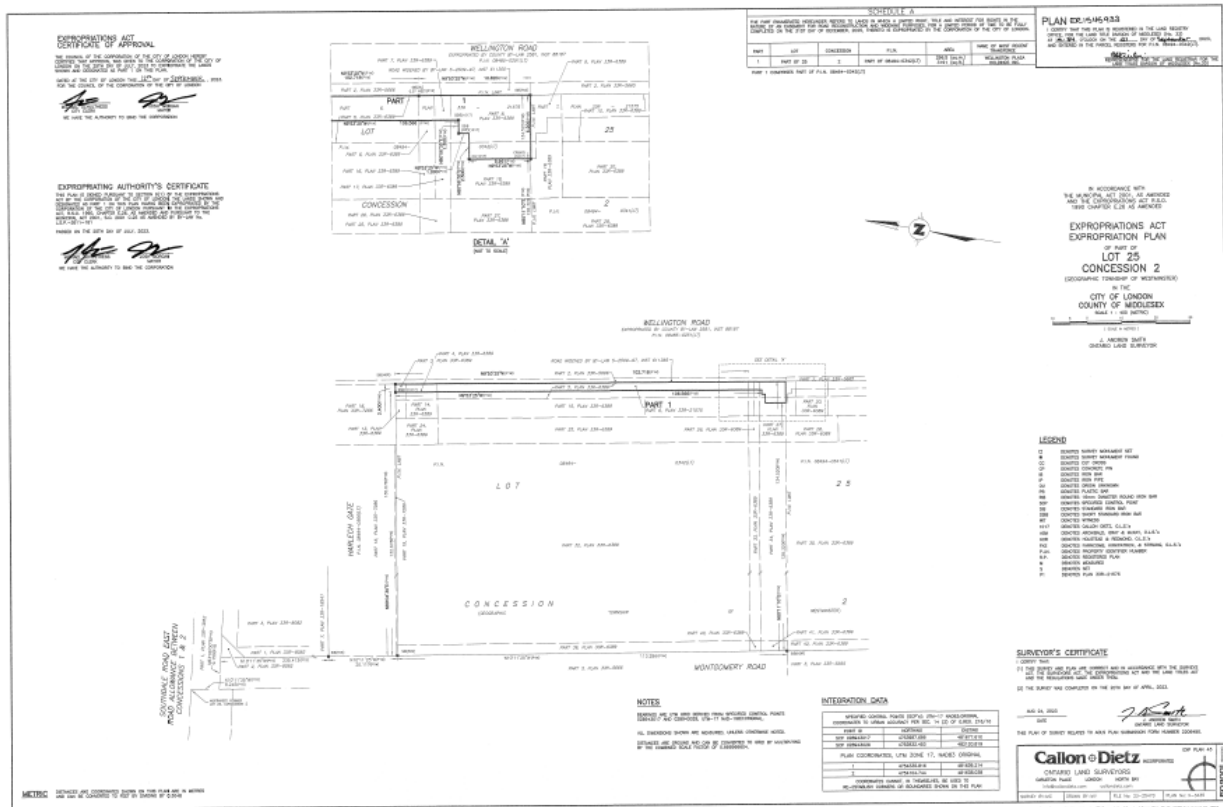
Parent Parcel



Subject Property – Registered Expropriation Plan – ER1545931



Subject Property – Registered Expropriation Plan – ER1545933



Appendix C –Settlement Agreement

THIS PARTIAL SETTLEMENT AGREEMENT made this day of March, 2024.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

WELLINGTON PLAZA HOLDINGS INC.

(hereinafter referred to as the "Owners")

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 Owners on or about the 16th day of October, 2023;

AND WHEREAS the City expropriated from the Owners a temporary easement over the lands described in Schedule "A" hereto (the "Expropriation"), known municipally as 977-993 Wellington Road, London, (the "Lands") for a period of two (2) years;

AND WHEREAS the Owners and the City wish to resolve compensation for the market value of the Expropriation to which the Owners are entitled to pursuant to the provisions of the Act;

AND WHEREAS the Owners preserve all other claims under the Act aside from the settlement of their Market Value entitlement;

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 MARKET VALUE SETTLEMENT TERMS AND PAYMENT

- 1.01 The City and the Owners agree that the recitals contained in this Partial Settlement Agreement are true and correct in fact and in substance.
- 1.02 The City and the Owners agree that this Partial Settlement Agreement is made pursuant to the provisions of Sections 24 of the *Act*.
- 1.03 The Owners agree that the foregoing amount represents agreed upon settlement compensation for the market value owed under the *Expropriations Act* related to the Expropriation, limited to the fair market value of the 2 year temporary easement interest.
- 1.04 The Owner directs the City to pay the total sum of \$38,300.00, together with any other compensation and rights set out herein to the Owner. The City shall make this payment to the Owner within thirty (30) calendar days of the Owner executing this Agreement, subject to the Owner providing an executed release in accordance with 2.01 below.
- 1.05 The City expressly agrees that any claims for damages attributable to injurious affection, disturbance and business losses and interest on such losses, as against the City arising out of or in any way connected with the Expropriation remain open to the Owner.

2.00 PARTIAL RELEASE STRICTLY WITH RESPECT TO MARKET VALUE

- 2.01 The Owner hereby forever releases and discharges the City for and from a claim for additional market value from the Expropriation. In this regard, the Owners shall execute a partial release in favour of the City, in a form attached as Schedule "B".

3.00 POSSESSION DATE

- 3.01 It is hereby acknowledged that the City requires possession of the lands commencing January 22nd, 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.

4.00 OTHER TERMS

4.01 LEGAL COSTS: As set out in Section 32 of the Expropriations Act the City agrees to pay the Owners reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction and with respect to the expropriation, subject to assessment.

The Owner's legal counsel shall provide the City with its statement of accounts with respect to this matter incurred to the date of the execution of this Agreement by the City. The City shall review and reimburse the Owner or if so directed by the Owner to their legal counsel directly the costs incurred.

Such payment is without limitation and prejudice to future costs incurred by the owner to determine compensation owing for other heads of damages.

5.00 BINDING EFFECT

5.01 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.

6.00 GOVERNING LAW

6.01 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.

6.02 SCHEDULE(S): The following Schedules form part of this Agreement:

- Schedule "A" Legal Description
- Schedule "B" Partial Release For Strictly Market Value

IN WITNESS WHEREOF the Owner has duly executed this Agreement as of the 3rd day of April, 2024.

Heather Bush
Witness

WELLINGTON PLAZA HOLDINGS INC.

Ron McCowan
Name: Ron McCowan
Title: President

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 _____, 2024.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

SCHEDULE "A"

LEGAL DESCRIPTION:

Part of Lot 25, Concession 2, designated as Part 1 on Expropriation Plan ER1545931 and Part 1 on Expropriation Plan ER1545933, in the City of London, County of Middlesex

SCHEDULE "B"

PARTIAL RELEASE STRICTLY WITH RESPECT TO MARKET VALUE

IN CONSIDERATION of the payment of the total sum of **THIRTY-EIGHT THOUSAND THREE HUNDRED DOLLARS (\$38,300), plus HST,**

WELLINGTON PLAZA HOLDINGS INC.

hereby release, indemnify and forever discharge THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from a claim for further market value entitlement sustained by **WELLINGTON PLAZA HOLDINGS INC.**, in connection with the expropriation of a temporary easement interest in the lands located at 977-993 Wellington Road, herein "the subject property," in the City of London, as shown on Part 1 on Expropriation Plan ER1545931 and Part 1 on Expropriation Plan ER1545933.

This release is strictly limited to claims of additional and further market value and the following are not released: all other claims under the *Expropriations Act*, such as damages attributable to disturbance from the construction or use of the works, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages now known or which may be known or anticipated but which may arise in the future as a result of this release for further market value.

IT IS HEREBY DECLARED that the terms of the Partial Release are fully understood and that this Release is given voluntarily for the purpose of making a compromise, and partial settlement of the Owner's entitlement to further market value, 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.

WELLINGTON PLAZA HOLDINGS INC. confirm that they are the sole Owners of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **WELLINGTON PLAZA HOLDINGS INC.** hereby authorize and direct the Corporation of the City of London to pay the said consideration as follows:

- Payment in the amount of **THIRTY-EIGHT THOUSAND THREE HUNDRED DOLLARS (\$38,300), plus HST** payable to: **WELLINGTON PLAZA HOLDINGS INC.**
- Payment of legal costs incurred with respect to this matter, if so directed to our solicitors: **Aird & Berlis LLP**

in partial settlement of the Owner's entitlements, being a claim for further market value.

IN WITNESS WHEREOF the undersigned have executed this Partial Release by their hands and seals this 3rd day of April, 2024.

WELLINGTON PLAZA HOLDINGS INC.

Name: Ron McLowan
Title: President

I/We Have the Authority to Bind the Corporation

Appendix A – Source of Financing Report

Appendix "A"
CONFIDENTIAL

#24084
May 6, 2024
(Settlement Agreement)

RE: Settlement Agreement for 8 Raywood Avenue
Wellington Gateway Project
(Subledger LD180027)
Capital Project RT1430-1B - Wellington Gateway (South)
Matthew Leering

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this settlement 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	Committed To Date	This Submission	Balance for Future Work
Land Purchase	65,369,008	27,780,475	611,012	36,977,521
Total Expenditures	\$65,369,008	\$27,780,475	\$611,012	\$36,977,521
Sources of Financing				
Capital Levy	3,005,102	2,938,294	64,626	2,182
Debenture By-law No. W.-5689-65	3,908,868	0	0	3,908,868
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	28,646,145	24,842,181	546,386	3,257,578
Debenture By-law No. W.-5689-65 (Serviced through City Services - Roads Reserve Fund (Development Charges)) (Note 1)	29,808,893	0	0	29,808,893
Total Financing	\$65,369,008	\$27,780,475	\$611,012	\$36,977,521

Financial Note:

Land Purchase	\$555,000
Add: Legal and Appraisal Fees	3,000
Add: Disturbance, Appraisal etc.	35,000
Land Transfer Tax	7,575
Add: HST @13%	77,090
Less: HST Rebate	-66,653
Total Purchase Cost	\$611,012

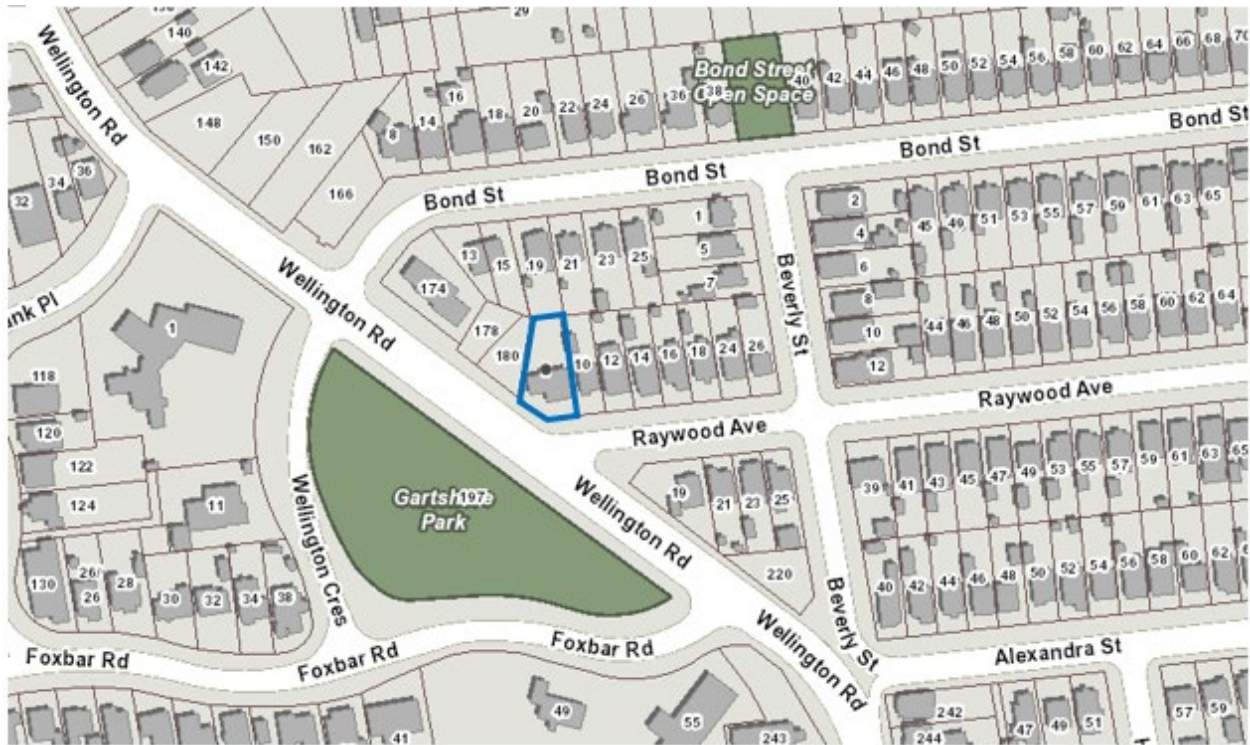
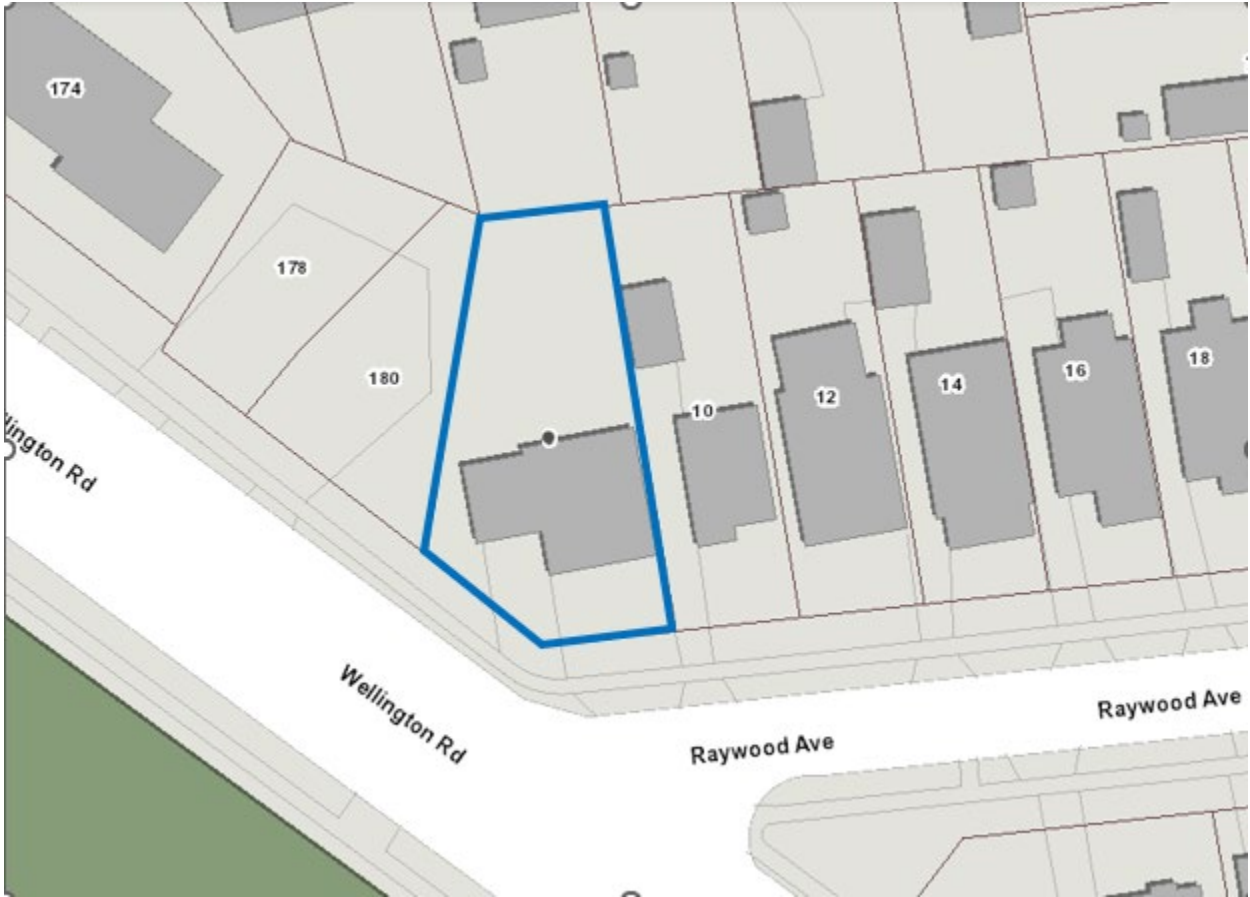
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.


Jason Davies
Manager, Financial Planning and Policy

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Appendix B – Location Map

8 Raywood Avenue



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: MATTHEW LEERING

REAL PROPERTY:

Address: 8 Raywood Avenue, London, ON N6C 1Y3

Location: North side of Raywood Avenue, East side of Wellington

Measurements: 563.98 m²/ 6,070 ft² (35' x 95')

Legal Description: Part of Lots 26 and 27, Plan 467(4th), designated as Part 1, on Plan 33R-6320 City of London, County of Middlesex, being all of PIN 08358-0100 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED FIFTY FIVE THOUSAND DOLLARS CDN (\$555,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **May 17th, 2024**, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **May 20th, 2024**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **May 24th, 2024**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** 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 except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

I, the undersigned Vendor agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

Witness:


Matthew Leering

2024-04-29
Date

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed the _____ day of _____, 2024.

THE CORPORATION OF THE CITY OF LONDON

Josh Morgan, Mayor

Michael Schulthess, City Clerk

VENDOR'S LAWYER: Paul Ledroit, Ledroit Sabo

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Vendor's reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion 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 may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal expenditures incurred in acquiring a similar replacement property, providing a claim is made by the Vendor within one year of the Completion Date of this transaction, and such expenses are pre-approved by the City at their sole discretion. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$27,750.00, upon completion of this transaction.
7. **MOVING EXPENSES:** The Purchaser shall pay to the Vendor reasonable moving expenses incurred to occupy a replacement property, up to the total amount of \$3,500.00, provided a request is made by the Vendor within sixty days of the completion of this transaction and accompanied with supporting invoices for the amount claimed. This condition shall survive and not merge upon the completion of this Agreement.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **RELEASE:** On or before closing, the Vendor shall provide the Purchaser a full and final release in the Purchaser's form releasing and discharging the Purchaser for and from all actions, causes of actions, suits, claims and demands of every nature or kind available under the *Expropriations Act R.S.O. 1990, c. E.26* arising out of or in any way related to or connected with this transaction including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of this transaction.
10. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials, all chattels, fixtures, and rental items including hot water heater upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
11. **RENTAL ITEM/EXCLUDED FIXTURES:** The Purchaser will not assume the rental contract for any equipment, which shall be paid out prior to closing.
12. **CHATELS INCLUDED:** Refrigerator, stove/oven, dishwasher, washing machine, and dryer.