



# Council Minutes

14th Meeting of City Council  
August 27, 2024, 1:00 PM

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

Also Present: S. Datars Bere, A. Alkema, B. Baar, I. Collins, S. Corman, K. Dawtrey, K. Dickins, D. Escobar, K. Gonyou, S. Mathers, C. McCreery, H. McNeely, J. Paradis, R. Patel, T. Pollitt, R. Sanderson, K. Scherr, M. Schulthess, E. Skalski, C. Smith

Remote Attendance: L. Hancock, L. Stewart

The meeting is called to order at 1:00 PM; it being noted that Councillors P. Van Meerbergen, D. Ferreira and S. Hillier were in remote attendance.

## 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

At 1:04 PM, Councillor S. Trosow enters the meeting.

## 2. Recognitions

His Worship the Mayor Recognizes the 2023 Queen Elizabeth Scholarship Recipients:

Chuying Huo, London Central Secondary School with a 99.00% average  
Adrian Starzynski, Saint André Bessette Catholic Secondary School with a 99.00% average

His Worship the Mayor Recognizes the Ontario Lottery and Gaming Commission Community Recognition Program and Municipality Contribution Agreement

## 3. Review of Confidential Matters to be Considered in Public

None.

## 4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: S. Franke

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

### 4.1 Solicitor-Client Privileged Advice / Litigation/Potential Litigation.

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, from the solicitor and officers or employees of the Corporation and litigation or potential litigation, with respect to appeals related to 247 Halls Mill at the Conservation Review Board ("CRB") and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.1/12/PEC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/13/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/13/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/13/CSC)

#### 4.5 Labour Relations/Employee Negotiations / Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to labour relations and employee negotiations, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality, and advice that is subject to solicitor client privilege, including communications necessary for that purpose, concerning the Corporation's associations and bargaining units. (6.4/13/CSC)

#### 4.6 Labour Relations/Employee Negotiations / Land Acquisition/Disposition / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation carried on or to be carried on by or on behalf of the municipality concerning employee negotiations and labour relations, proposed acquisitions and dispositions of land, and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.1/13/SPPC)

#### 4.7 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees and advice that is subject to solicitor-client privilege, including communications necessary for that purpose. (6.2/13/SPPC)

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

**Motion Passed (15 to 0)**

That Council convenes In Closed Session, from 1:23 PM to 1:49 PM.

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

Motion made by: C. Rahman

Seconded by: P. Cuddy

That the Minutes of the 13th Meeting of the Municipal Council, held on July 23, 2024, BE APPROVED.

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

**Motion Passed (15 to 0)**

**6. Communications and Petitions**

**6.1 Expropriation of Lands - East London Link Project - Phase 4 (As the "Approving Authority")**

Motion made by: A. Hopkins

Seconded by: S. Lehman

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act, R.S.O. 1990, c.E.26*, as amended, for the purpose of considering Communication No. 1 from the Deputy City Manager, Environment and Infrastructure with respect to the expropriation of the lands as may be required for the Project known as the East London Link Project – Phase 4.

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

Motion made by: S. Trosow

Seconded by: P. Cuddy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the East London Link Project, the following actions be taken:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of lands, as described in Schedule "A" appended to staff report dated August 27, 2024, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

- i) the subject lands are required by The Corporation of the City of London for the East London Link Project;
- ii) the design of the project will address the current and future transportation demands along the corridor; and,
- iii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the East London Link Project approved by Municipal Council at the meeting held on May 21, 2019, and

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

it being noted that two outstanding properties will be subject to a hearing of necessity and will be included in future reports.

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

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

**Motion Passed (13 to 2)**

Motion made by: P. Cuddy

Seconded by: S. Lewis

That the meeting of the Approving Authority BE ADJOURNED and that Council reconvene in regular session.

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

**Motion Passed (15 to 0)**

6.2 Expropriation of Lands - East London Link Project – Phase 4 (As the "Expropriating Authority")

Motion made by: P. Cuddy

Seconded by: H. McAlister

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the expropriation of lands as may be required for the project known as the East London Link Project, the following actions be taken:

- a) the proposed by-law as appended to staff report dated August 27, 2024 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, the East London Link Project: BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024;
- b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and
- d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the Expropriations Act, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

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

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

**Motion Passed (13 to 2)**



6.3 Expropriation of Lands - Wellington Gateway Project Clark's Bridge Civil Works (As the "Approving Authority")

Motion made by: E. Pelosa  
Seconded by: S. Franke

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act, R.S.O. 1990, c.E.26*, as amended, for the purpose of considering Communication No. 3 from the Deputy City Manager, Environment and Infrastructure with respect to the expropriation of the lands as may be required for the Project known as the Wellington Gateway Project Clark's Bridge Civil Works.

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

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

**Motion Passed (13 to 2)**

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the following actions be taken with respect to the expropriation of lands as may be required for the project known as Wellington Gateway Project:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of lands, as described in Schedule "A" appended to staff report dated August 27, 2024, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

- i) the subject lands are required by The Corporation of the City of London for the Wellington Gateway Project;
- ii) the design of the project will address the current and future transportation demands along the corridor; and
- ii) the design is in accordance with the Municipal Class Environmental Assessment Study recommendations for the Wellington Gateway Project approved by Municipal Council at the meeting held on May 21, 2019; and

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

it being noted that no requests for Hearing of Necessity were received.

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

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

**Motion Passed (13 to 2)**

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

That the meeting of the Approving Authority BE ADJOURNED and that Council reconvene in regular session.

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

Nays: (1): S. Stevenson

**Motion Passed (14 to 1)**

6.4 Expropriation of Lands - Wellington Gateway Project Clark's Bridge Civil Works (As the "Expropriating Authority")

Motion made by: S. Franke

Seconded by: S. Lewis

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the following actions be taken with respect to the expropriation of lands as may be required for the project known as the Wellington Gateway Project:

- a) the proposed by-law as appended to staff report dated August 27, 2024 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, the Wellington Gateway Project BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024;
- b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the Expropriations Act, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;
- c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Lands; and,
- d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the Expropriations Act, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

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

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

**Motion Passed (13 to 2)**

6.5 455 Highbury Avenue North - (OZ-9739)

Motion made by: S. Trosow

Seconded by: S. Franke

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

(ADDED) T. Whitney, Intermediate Planner - Zelinka Priamo LTD. - 455 Highbury Avenue North (OZ-9739)

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

**Motion Passed (15 to 0)**

6.6 539 and 543 Topping Lane (OZ-9737)

Motion made by: S. Trosow  
Seconded by: S. Franke

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

K. Benke - 539 and 543 Topping Lane (OZ-9737)

**Motion Passed**

6.7 2060 Dundas Street (Z-9547)

Motion made by: S. Trosow  
Seconded by: S. Franke

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

S. Levin - 2060 Dundas Street (Z-9547)

**Motion Passed**

6.8 Court of Revision Vacancy Memo - S. Chambers, Division Manager,  
Stormwater Engineering

Motion made by: E. Pelosa  
Seconded by: A. Hopkins

That Councillor S. Franke BE APPOINTED to the Court of Revision on a temporary basis until a member of the public is appointed by the Municipal Council; it being noted that the City Clerk's Office will continue to advertise for the vacancy.

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

**Motion Passed (15 to 0)**

6.9 Introduction of Office to Residential By-law for Council Consideration –  
Mayor J. Morgan

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

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

Introduction of Office to Residential By-law for Council Consideration –  
Mayor J. Morgan

**Motion Passed**

**7. Motions of Which Notice is Given**

None.

## 8. Reports

### 8.1 12th Report of the Planning and Environment Committee

Motion made by: S. Lehman

That the 12th Report of the Planning and Environment Committee with the exception of items 4 (3.2), 5 (3.3), and 11 (3.9), BE APPROVED.

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

**Motion Passed (15 to 0)**

#### 1. Disclosures of Pecuniary Interest

Motion made by: S. Lehman

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

#### 2. (2.1) Planning & Development and Building Housing Update – 2024 Year-To-Date

Motion made by: S. Lehman

That the staff report dated August 13, 2024 entitled "Planning & Development and Building Housing Update - 2024 Year-To-Date" BE RECEIVED for information. (2024-S11)

**Motion Passed**

#### 3. (3.1) 379 Southdale Road West (Z-9746) (Relates to Bill No. 287)

Motion made by: S. Lehman

That, on the recommendation of the Director, Planning and Development, based on the application by 1787377 Ontario Inc., relating to the property located at 379 Southdale Road West, the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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/ASA3) Zone TO an Associated Shopping Area Commercial Special Provision (ASA1(\_)/ASA3) Zone;

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 Shopping Area Place Type; and,

- the recommended amendment will permit an additional complementary use within existing building stock;

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.

**Motion Passed**

6. (3.4) 4452 Wellington Road South (Z-9729) (Relates to Bill No. 289)

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 2858637 Ontario Inc., relating to the property located at 4452 Wellington Road South:

a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London), to change the zoning of the subject property FROM an Environmental Review (ER) Zone TO a holding Light Industrial (h-17\*LI6) and holding Associated Shopping Area Commercial (h-17\*ASA1/ASA2/ASA6) Zone;

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

i) provide a high-quality gateway image along Highway 401 East and Wellington Road South and enhanced landscaping along the gateway corridor shall be required in conformity with the policy framework of The London Plan and Southwest Area Secondary Plan;

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

a communication dated August 12, 2024 from A. Johnson, Greenpeace Alliance;

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

- S. Allen, MHBC Planning; and,
- A. Johnson;

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 Shopping Area Place Type, and Key Directions; and,
- the recommended amendment facilitates a broader mix of uses on a serviced site with the urban growth 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.

**Motion Passed**

7. (3.5) 757 Southdale Road East (OZ-9742) (Relates to Bills No. 276 and 290)

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 Judy Kojlak, c/o Zelinka Priamo Ltd. (c/o Matt Campbell) relating to the property located at 757 Southdale Road East:

a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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;

b) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 properties FROM a Residential R1 (R1-4) Zone TO a compound Holding Residential R1/Office Conversion Special Provision (h-18\*R1-4/OC5(\_)) Zone;

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

i) closure of driveway nearest the intersection of Southdale Road East and Dearness Drive; and,

ii) the owner enter into an Encroachment Agreement and Boulevard Parking Agreement with the City of London to permit the existing parking area, drive aisle, and proposed second access from Dearness Drive to encroach within the City's right-of-way;

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:

- M. Campbell, Zelinka Priamo Ltd.;

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

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the recommended amendment conforms to The London Plan, including, but not limited to the evaluation criteria for Specific Policy Areas, and the Neighbourhoods Place Type policies; and,
- the recommended amendment would facilitate continuation of the existing standalone medical/dental office building on the subject lands;

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.

**Motion Passed**

8. (3.6) 267 York Street (OZ-9736) (Relates to Bill No. 277 and 291)

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 Citi Plaza London Inc., (c/o Zelinka Priamo Ltd.), relating to the property located at 267 York Street:

a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024, to amend the Official Plan for the City of London, 2016, by ADDING a new policy to the Specific Policies for the Downtown Place Type and by ADDING the subject lands to Map 7 – Specific Policy Areas – of the Official Plan;

b) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 properties FROM a Holding Downtown Area (h-1\*h-3\*DA2\*D350) Zone to a Holding Downtown Area Special Provision (h-17\*h-( )\*DA2( )\*H150\*D2280) Zone;

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

i) no windows to habitable rooms should be provided along the west façade of the proposed podium that abuts the adjacent property on York Street;

ii) provide a minimum of 50% of transparent glazing on the buildings podium on the North (York Street) and East (Wellington Street) facades;

iii) provide a high-quality gateway image of the south façade and design the top of the building to integrate mechanical and elevator penthouses into an architectural feature that will add to the visual interest of the skyline;

iv) investigate renewable sources of energy such as solar for the roof and sides of the building, and geothermal for interior heating and cooling;

v) investigate air source heat pump options;

vi) include a minimum of 5% EV charging spots roughed in;

vii) utilize bird friendly policies using the CSA standard;

viii) a rail safety study be required to identify details of the mitigation measures (crash wall) and how it will be integrated into the design;

ix) an encroachment agreement be entered into to permit the underground parking garage to encroach into the daylight triangle;

x) details regarding garbage collection and storage be determined;

xi) the recommendations of the Noise and Vibration Study be implemented; and,

xii) the recommendations of the Wind Study be implemented;

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

- a communication dated August 11, 2024 from C. Butler; and,
- a communication dated August 12, 2024 from A. Johnson, Greenpeace Alliance;

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

- T. Whitney, 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 (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, promote transit-supportive development and support long-term economic prosperity. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendments conform to The London Plan, including but not limited to the Key Directions, City Design and Building policies and the Downtown Place Type policies, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendments facilitate the development of a prominent site within the Downtown, Built-Area Boundary and the Primary Transit Area; and,
- the recommended amendments would permit an appropriate form of development at an intensity that is appropriate for the site and surrounding neighbourhood;

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

### **Motion Passed**

9. (3.7) 1368 Oxford Street East (Z-9745) (Relates to Bill No. 292)

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 Ashishkumar Patel, Hetalben Sevantilal Patel, (c/o Siv-ik Planning & Design Inc.), relating to the property located at 1368 Oxford Street East:

- a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix A BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 (R1-9) Zone TO a Residential R1/Office Conversion Special Provision (R1-9/OC5(\_)) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) provide enhanced salt resistant all-season landscaping to screen the parking from Roehampton Avenue & Oxford Street East; and,



ii) four (4) short-term bicycle parking spaces are required for the proposed medical/dental office conversion;

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 (PPS);
- the recommended amendment conforms to The London Plan, including but not limited to the Key Directions, City Building policies, and the Rapid Transit Corridors Place Type policies;
- the recommended amendment would permit a new use that is appropriate within the surrounding context; and,
- the recommended amendment would provide access to medical/dental offices in a convenient and accessible location to meet the needs of neighbourhood residents;

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.

#### **Motion Passed**

10. (3.8) 539 and 543 Topping Lane (OZ-9737) (Relates to Bill No. 278 and 293)

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 South London Investments Inc., (c/o Siv-ik Planning & Design Inc.), relating to the property located at 539 & 543 Topping Lane:

- a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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;
- b) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London, 2016 as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R8 Special Provision (R8-4(\_)) Zone;
- c) the Site Plan Approval Authority BE REQUESTED to consider the following design issues through the site plan process:
  - i) provide a dedicated paratransit layby;
  - ii) consider revising the parking layout to ensure all parking spaces are more easily accessible;
  - iii) ensure a high degree of transparent glazing is provided on the ground floor along both public street frontages;

- iv) enhanced tree planting, particularly along the western and northern property lines;
- v) landscaping to include at minimum 50% native species, with no invasive species planted;
- vi) investigate renewable sources of energy such as solar for the roof and sides of the building, and geothermal for interior heating and cooling;
- vii) investigate air source heat pump options;
- viii) include a minimum of 5% EV charging spots roughed in;
- ix) utilize bird friendly policies using the CSA standard; and,
- x) consultation with the Municipal Housing Development division for the provision of affordable units;

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

- a petition from K. Benke, with 63 signatures; and,
- the project summary from M. Davis, Siv-ik Planning and Design;

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

- M. Davis, Siv-ik Planning and Design;
- K. Benke;
- A. Crawford;
- M. Pryciak;
- R. Scholtes;
- J. Bosdale; and,
- I. Driscoll;

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, Specific Policy Areas, and the Neighbourhoods Place Type policies; and,
- the recommended amendment would permit an appropriate form of redevelopment 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.

### **Motion Passed**

12. (4.1) Communication from the Upper Thames River Conservation Authority Board of Directors – Extension of Minister’s Direction for Conservation Authorities Regarding Fee Changes Associated with Planning, Development and Permitting Fees

Motion made by: S. Lehman

That the Mayor BE ASKED to write a letter requesting the decision of the Minister of Natural Resources and Forestry of Ontario, Graydon Smith, to reverse the decision to freeze the fees conservation authorities can charge in regard to planning, development, and permitting fees;

it being noted that the Planning and Environment Committee heard a verbal presentation from B. Petrie, Chair, Upper Thames River Conservation Authority Board of Directors, with respect to these matters.

**Motion Passed**

4. (3.2) 553-557 Upper Queens Street (Z-9747) (Relates to Bill No. 288)

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 John MacArthur and Derek Sloan, (c/o Zelinka Priamo Ltd.), relating to the properties located at 553 and 557 Upper Queen Street:

- a) the proposed by-law appended to the staff report dated August 13, 2024 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 (R1-9) Zone TO a Residential R5 Special Provision (R5-5(\_)) Zone; and,
- b) the Site Plan Approval Authority BE REQUESTED to consider the following design matters through the site plan process:
  - i) re-orientation of Units 9 and 10 to provide a minimum driveway length of 6.0 metres to avoid encroachments into the drive-aisle; and,
  - ii) complete pedestrian connections through the site;

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

- a communication dated August 12, 2024 from A. Johnson, Greenpeace Alliance;

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

- M. Campbell, Zelinka Prfiamo Ltd.;
- E. Vogel;
- A. Johnson; and,
- R. Orr;

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, which encourages the regeneration of settlement areas and land use patterns that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the policies of The London Plan, including but not limited to, the Neighbourhoods

Place Type, City Building Policies, and Our Tools;

- the recommended amendment would permit a development at an intensity that is appropriate for the site and the surrounding neighbourhood; and,
- the recommended amendment facilitates the development of a site within the Primary Transit Area and Built-Area Boundary with an appropriate form of infill development;

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.

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

Nays: (1): E. Peloza

**Motion Passed (14 to 1)**

5. (3.3) 455 Highbury Avenue North - (OZ-9739)

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 Highbury Self Storage Equities Limited, (c/o Zelinka Priamo Ltd.), relating to the property located at 455 Highbury Avenue North:

a) the request to amend the Official Plan for the City of London, 2016, to AMEND the Brydges Street Area Specific Policy in the Light Industrial Place Type of the subject lands, BE REFUSED for the following reasons:

i) the proposed development is not consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations where appropriate levels of infrastructure and public service facilities are or will be available; and,

ii) the proposed development does not conform to The London Plan (2016), including, but not limited to, the Key Directions, City Design, Intensity and Form policies of the Light Industrial Place Type, as well as the Brydges Street Area Specific Policy;

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a Light Industrial Special Provision (LI1(22)) Zone TO a Light Industrial Special Provision (LI1(\_)) Zone, BE REFUSED for the following reasons:

i) the proposed development is not consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations where appropriate levels of infrastructure and public service facilities are or will be available; ii) the proposed development does not conform to The London Plan (2016) as the requested Specific Policy is not recommended for approval; and,

iii) the proposed development and requested zoning represent a negative impact to the subject lands as a whole, as the area does not promote outdoor storage within a gateway to the City of London;

it being noted that should Council approve the proposed development, Staff recommend that a holding provision (h-18) that

will ensure the development will not occur until such time as that archaeological matters will be addressed;

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

- T. Whitney, Zelinka Priamo Ltd.;

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

- the proposed development is not consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations where appropriate levels of infrastructure and public service facilities are or will be available;
- the proposed development does not conform to The London Plan (2016) as the requested Specific Policy is not recommended for approval; and,
- the proposed development and requested zoning represent a negative impact to the subject lands as a whole, as the area does not promote outdoor storage within a gateway to the City of London;

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.

Item 5, clause 3.3 reads as follows:

Motion made by: S. Stevenson

Seconded by: P. Cuddy

That the application by Highbury Self Storage Equities Limited, (c/o Zelinka Priamo Ltd.), relating to the property located at 455 Highbury Avenue North BE REFERRED to Civic Administration to work with the applicant to develop a plan for a reduction in expansion to facilitate an adequate tree replacement plan.

Yeas: (8): H. McAlister, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): Mayor J. Morgan, S. Trosow, C. Rahman, A. Hopkins, S. Franke, E. Pelozza, and D. Ferreira

**Motion Passed (8 to 7)**

11. (3.9) 2060 Dundas Street (Z-9547) (Relates to Bill No. 294)

Motion made by: S. Lehman

That, the following actions be taken with respect to the application by 2783142 Ontario Inc., (c/o Zelinka Priamo Ltd.), relating to a portion of the property located at 2060 Dundas Street:

- a) the proposed revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on August 27, 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 a portion of the subject property FROM a Light Industrial (LI1/LI7) Zone and Restricted Service Commercial (RSC2/RSC3/RSC4/RSC5) Zone TO a Residential R9 Special Provision (R9-3(\_)) Zone and an Open Space (OS5) Zone; 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:

- H. Froussios, Zelinka Priamo 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, which encourages the regeneration of settlement areas and land use patterns that provide for a range of uses and opportunities for intensification and redevelopment; and,
- the recommended amendment would permit a development at an intensity that is appropriate for the site and 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.

Motion made by: S. Lewis

Seconded by: P. Cuddy

That the motion BE AMENDED to read as follows:

Notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application 2783142 Ontario Inc. (c/o Zelinka Priamo Ltd.) relating to a portion of the property located at 2060 Dundas Street:

- a) proposed by-law attached hereto BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024, to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, to change the zoning of a portion of the subject property FROM a Light Industrial (LI1/LI7) Zone and Restricted Service Commercial (RSC2/RSC3/RSC4/RSC5) Zone TO a Holding Residential R9 Special Provision (h-\_\*R9-3(\_)) Zone and an Open Space (OS5) Zone;
- b) the Site Plan Approval Authority BE REQUESTED to consider compensation for woodland and wetland removal be secured through the site plan process;

it being noted that the above noted amendment is being recommended for the following reasons:

- i) the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns that provide for a range of uses and opportunities for intensification and redevelopment;
- ii) the recommended amendment would permit a development at an intensity that is appropriate for the site and the surrounding neighbourhood.

it being pointed out that the following individual made a verbal presentation at the public participation meeting held with respect to this application:

- H. Froussios, Zelinka Priamo Ltd.;

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.

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

**Motion Passed (15 to 0)**

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

That the Council recess at this time, for 10 minutes.

**Motion Passed**

The Council recesses at 2:42 PM and reconvenes at 2:53 PM.

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

That item 11, clause 3.9, as amended, BE APPROVED.

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

Nays: (1): S. Franke

**Motion Passed (14 to 1)**

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

That pursuant to subsection 34(17) of the *Planning Act*, no further notice BE GIVEN.

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

**Motion Passed (15 to 0)**

Item 11, clause 3.9, as amended, reads as follows:

Notwithstanding the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application 2783142 Ontario Inc. (c/o Zelinka Priamo Ltd.) relating to a portion of the property located at 2060 Dundas Street:

a) proposed by-law attached hereto BE INTRODUCED at the Municipal Council meeting to be held on August 27, 2024, to amend Zoning By-law No. Z.-1, in conformity with the Official Plan, The London Plan, to change the zoning of a portion of the subject property FROM a Light Industrial (LI1/LI7) Zone and Restricted Service Commercial (RSC2/RSC3/RSC4/RSC5) Zone TO a Holding Residential R9 Special Provision (h-\_\*R9-3(\_)) Zone and an Open Space (OS5) Zone;

b) the Site Plan Approval Authority BE REQUESTED to consider compensation for woodland and wetland removal be secured through the site plan process;

it being noted that the above noted amendment is being recommended for the following reasons:

- i) the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns that provide for a range of uses and opportunities for intensification and redevelopment;
- ii) the recommended amendment would permit a development at an intensity that is appropriate for the site and the surrounding neighbourhood.

it being pointed out that the following individual made a verbal presentation at the public participation meeting held with respect to this application:

- H. Froussios, Zelinka Priamo Ltd.;

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.

## 8.2 13th Report of the Corporate Services Committee

Motion made by: H. McAlister

That the 13th Report of the Corporate Services Committee, with the exception of item 4 (4.2), BE APPROVED.

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

**Motion Passed (15 to 0)**

### 1. Disclosures of Pecuniary Interest

Motion made by: H. McAlister

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

### 2. (2.1) RFT-2023-177 - City Hall Front Entrance Canopy Repairs and Remediation - Contract Amendment and Update

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the report dated August 14, 2024, "RFT-2023-177 - City Hall Front Entrance Canopy Repairs and Remediation - Contract Amendment":

- a) the contract with Tradition Construction Inc. BE INCREASED by \$75,000.00 to \$413,700.00 (excluding HST) to complete the required unforeseen work associated with the Front Canopy Repairs, in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;



- b) the financing for this assignment BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report as Appendix "A";
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this assignment; and
- d) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents including agreements, if required, to give effect to these recommendations.

**Motion Passed**

3. (4.1) Property Tax Deferral Program

Motion made by: H. McAlister

That the Civic Administration BE DIRECTED to report back to a future meeting of the Corporate Services Committee on the potential for, and considerations related to an updated Property Tax Deferral Program for low-income seniors and low-income persons with disabilities, including the following within the report:

- a) a review of provisions from the City of Ottawa's Tax Deferral Program and other similar programs at other municipalities, including:
  - i) initial and ongoing eligibility requirements;
  - ii) repayment requirements; and
  - iii) applicable interest rates and program rules; and
- b) an analysis of the financial implications of adopting a Property Tax Deferral Program for the City of London including deferred revenue and additional staffing costs;

it being noted that Corporate Services Committee received a communication dated August 2, 2024 from Councillor S. Trosow, and a communication dated August 8, 2024 from K. M. Pagniello, Executive Director and Lawyer and M. Laliberte, Staff Lawyer, Neighbourhood Legal Services with respect to this matter.

**Motion Passed**

5. (2.2) Single Source SS-2024-277 J Allyn Taylor Heating System

Motion made by: H. McAlister

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the procurement of a replacement heating system for the J Allyn Taylor building (Single Source # SS-2024-277):

- a) in accordance with Sections 14.4(d) and 14.4(e) of the Procurement of Goods and Services Policy, the Civic Administration BE AUTHORIZED to engage CIMCO to design, supply and install a suitable heating system and related auxiliary equipment;
- b) the financing for this project BE APPROVED as outlined in the Source of Financing report, as appended to the staff report dated August 14, 2024 as Appendix "A";

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

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

**Motion Passed**

6. (5.1) Request for Funding - Grand Theatre

Motion made by: H. McAlister

That notwithstanding previous Council direction restricting the use of the Tourism Infrastructure Reserve Fund for investment in public owned facilities and resources, the Civic Administration BE DIRECTED to allocate up to \$400,000 from the Municipal Accommodation Tax fund to the Grand Theatre for the specific purpose of addressing an emergency retrofit of its heating and climate control system, it being noted that the Corporate Services Committee received a communication dated August 8, 2024 and heard a verbal presentation from L. Hansen, Executive Director, Grand Theatre with respect to this matter.

**Motion Passed**

4. (4.2) Tax-Levy Reduction

Motion made by: H. McAlister

That notwithstanding the Council approved Surplus/Deficit Policy, the following actions be taken:

a) the Civic Administration BE DIRECTED to transfer \$3,000,000 from the Community Investment Reserve Fund to the Operating Budget Contingency Reserve (OBCR) to support a \$1,000,000 tax-levy reduction in each of the 2025, 2026, 2027 Annual Budget Updates; and

b) the Mayor BE REQUESTED to include the \$1,000,000 dollar annual decrease in his 2025, 2026 and 2027 Annual Budget Updates;

it being noted that the Corporate Services Committee received a communication dated August 2, 2024 from Councillors C. Rahman and J. Pribil and a communication dated August 12, 2024 from AM Valastro with respect to this matter.

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

Nays: (2): S. Trosow, and E. Pelosa

**Motion Passed (13 to 2)**

8.3 10th Report of the Community and Protective Services Committee

Motion made by: E. Pelosa

That the 10th Report of the Community and Protective Services Committee, BE APPROVED.

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

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Video Streaming in Select City of London Arenas for Alliance Hockey Members (Relates to Bill No. 271)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report, dated August 12, 2024, related to Video Streaming in Select City of London Arenas for Alliance Hockey Members:

a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Council meeting to be held on August 27, 2024, to:

- i) approve the Video Streaming Agreement, as appended to the above-noted by-law, between the Greater London Hockey Association and The Corporation of the City of London;
- ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- iii) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement;

b) the above-noted staff report BE RECEIVED. (2024-M16)

**Motion Passed**

3. (2.3) Amendment to Single Source Procurement SS-2024-189: Dearness Home PointClickCare.Com Master Service Agreement (Relates to Bill No. 272)

Motion made by: E. Pelozza

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 August 12, 2024, related to an Amendment to the Single Source Procurement SS-2024-189 for the Dearness Home PointClickCare.Com Master Service Agreement:

a) the amendment of the PointClickCare.com Master Service Agreement and Schedule of Exceptions to MSA ("MSA"), as appended to the above-noted staff report, as Schedule 1, Single

Source contract file number SS-2024-189 with Pointclickcare Technologies Inc., BE APPROVED to include the PCC Nursing Advantage – Clinical Pathways module, and Dedicated Training Environment with the additional costs of \$19,079.88 annually (total annual contract value of \$65,269.62) plus a one time set up fee of \$1,000;

b) the approval given, herein, BE CONDITIONAL upon the Corporation entering into formal contracts to include the Nursing Advantage – Clinical Pathways module as appended to the above-noted staff report as Schedule 2, Dedicated Training Environment as appended as Schedule 3, RNAO's Clinical Pathway License Agreement as appended as Schedule 4 and Nquire Data System Usage Agreement for Non-BPSOS as attached as Schedule 5;

c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting of August 27, 2024, to:

i) approve the amendment of the PointClickCare.com Master Service Agreement and Schedule of Exceptions to MSA ("MSA"), Single Source contract file number SS-2024-189, between PointClickCare Technologies Inc. (PCC Technologies") and The Corporation of the City of London, to include the PCC Nursing Advantage – Clinical Pathways module, Dedicated Training Environment and related services fees as appended to the above-noted by-law;

ii) approve the RNAO Clinical Pathway License Agreement and Nquire Data System Usage Agreement for Non-BPSOS, as appended to the above-noted by-law, between RNAO, 4211 Yonge Street, North York, Ontario, M2P 2A9 and The Corporation of the City of London;

iii) delegate authority to the Deputy City Manager, Social and Health Development and/or the City Manager, to:

A) represent the City (City Representative) with respect to the above-noted MSA and RNAO proprietary agreements;

B) execute the above-noted agreement on behalf of the City of London;

C) approve and execute the amending agreements, additional terms to the MSA and the RNAO proprietary agreements that are consistent with the requirements contained in the PointClickCare MSA and that do not require additional City of London funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of the City and in accordance with the City's Procurement of Goods and Services Policy; and,

iv) delegate authority to the Deputy City Manager, Social and Health Development and the Dearness Home Administrator to approve and execute other documents which are necessary in relation to the MSA, RNAO proprietary agreements and any future Ministry of Health and Long-Term Care projects that utilize the PCC software that are consistent with the requirements contained in the PointClickCare MSA and that do not require additional City of London funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of the City and in accordance with the City's Procurement of Goods and Services Policy;

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this contract and any future Ministry of Health and Long-Term Care projects that utilize the PCC software. (2024-A03)

**Motion Passed**

4. (2.1) 8th Report of the Animal Welfare Community Advisory Committee

Motion made by: E. Pelozza

That the following actions be taken with respect to the 8th Report of the Animal Welfare Community Advisory Committee, from the meeting held on August 1, 2024:

- a) the ~~attached~~ Animal Welfare Community Advisory Committee Recommendations Related to Canada Geese document and Habitat Modification and Canada Geese Source Book BE FORWARDED to the Civic Administration for their consideration;
- b) subject to the approval of the Strategic Communications Division, the printing of the Animal Welfare Community Advisory Committee Banner BE APPROVED;
- c) clauses 1.1, 3.1, 4.1, 5.1, 5.4 and 5.5 BE APPROVED; and,
- d) the Civic Administration BE DIRECTED to provide the available information to the City Clerk's Office for distribution with respect to complaints regarding Canadian Geese, including the location of complaints and the frequency of geese and human conflict.

**Motion Passed**

8.4 11th Report of the Civic Works Committee

Motion made by: A. Hopkins

That the 11th Report of the Civic Works Committee with the exception of item 9 (4.2), BE APPROVED.

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

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.3) Oxford Street West Improvements - Environmental Assessment Study, Notice of Completion

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 August 13, 2024, related to Oxford Street West Improvements Environmental Assessment Study Notice of Completion:

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

**Motion Passed**

3. (2.4) Traffic Management Initiatives

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated August 13, 2024, with respect to Traffic Management Initiatives BE RECEIVED. (2024-T08)

**Motion Passed**

4. (2.5) Stoney Creek Valley Pathway Connection to the Thames Valley Parkway - Appointment of Consulting Engineer

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 August 13, 2024, related to the Stoney Creek Valley Pathway Connection to the Thames Valley Parkway:

- a) Dillon Consulting Limited BE AUTHORIZED to carry out the construction contract administration phase in the amount of \$120,879.00 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this contract BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2024-E02)

**Motion Passed**

5. (2.6) Contract Award - Tender No. RFT-2024-120 East London Link and Municipal Infrastructure Improvements Phase 3B - Highbury Avenue North CPKC Bridge (Relates to Bill No. 286)

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 August 13, 2024, related to the Contract Award for Tender No. RFT-2024-120 East London Link

and Municipal Infrastructure Improvements Phase 3B for the Highbury Avenue North CPKC Bridge:

- a) the bid submitted by GIP Construction and Materials Limited, at its tendered price of \$24,961,879.38 (excluding HST), for the East London Link and Municipal Infrastructure Improvements Phase 3B Highbury Avenue North CPKC Bridge project, BE ACCEPTED; it being noted that the bid submitted by GIP Construction and Materials Limited was the lowest of five (5) bids received and meets the City's specifications and requirements in all areas;
- b) Dillon Consulting Limited BE AUTHORIZED to carry out the construction inspection and contract administration for the said project in accordance with the estimate, at an upset amount of \$2,684,689.98 (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 undertake all administrative acts that are necessary in connection with this project as it relates to interaction with CPKC Railway;
- f) 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 East London Link and Municipal Infrastructure Improvements Phase 3B Highbury Avenue North CPKC Bridge project contract;
- g) 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-2024-120); 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-L04)

**Motion Passed**

- 6. (2.2) Johnson-Gough Municipal Drain Extension - Meeting to Consider (Relates to Bill No. 297)

Motion made by: A. Hopkins

That on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report, dated August 13, 2024, related to the Johnson-Gough Municipal Drain Extension:

- a) the drainage report, as appended to the above-noted staff report, prepared by Spriet Associates London Ltd, Consulting Engineers for the construction of the Johnson-Gough Municipal Drain (2024) BE ADOPTED; it being noted the notice of the public meeting was provided in accordance with the provisions of section 41 of the Drainage Act; and,

b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED and BE GIVEN two readings at the August 27, 2024 Council Meeting to provide for Drainage Works in the City of London (Construction of the Johnson-Gough Municipal Drain); it being noted that the third reading of the by-law for enactment would occur at the Council meeting after holding of the Court of Revision in connection with the project;

it being noted that no individuals spoke at the public participation meeting associated with this matter. (2024-E09)

**Motion Passed**

7. (2.1) 8th Report of the Integrated Transportation Community Advisory Committee

Motion made by: A. Hopkins

That the following actions be taken with respect to the 8th Report of the Integrated Transportation Community Advisory Committee from the meeting held on July 17, 2024:

- a) the following actions be taken with respect to the Environment and Transit Sub-Committee item, as appended to the Agenda:
- i) the London Transit Commission (LTC) BE REQUESTED to run a driver's awareness campaign/education program related to the issue of lane jumping around city buses and to have an ongoing campaign on the LTC website; and,
  - ii) the London Police Services and the London Transit Commission BE REQUESTED to work together on enforcement to allow buses to merge back into traffic after a stop; and,
- b) clauses 1.1, 3.1, 3.2 and 4.2 to 4.4 BE RECEIVED.

**Motion Passed**

8. (4.1) Councillor S. Franke - Planned Green Municipal Fund Project Applications in the Next 12-24 Months Request

Motion made by: A. Hopkins

The communication dated July 11, 2024, from Councillor S. Franke, with respect to a request for a report back to a future meeting of the Civic Works Committee regarding the Planned Green Municipal Fund Project Applications in the next 12-24 months BE REFERRED to the Strategic Priorities and Policy Committee to be brought forward with the future 2024 Climate Emergency Action Plan Update; it being noted that the communication, dated August 8, 2024, from C. Butler, with respect to this matter, was received. (2024-F11A)

**Motion Passed**

9. (4.2) Councillor H. McAlister - Update to the Hamilton Road Streetscape Master Plan

Motion made by: A. Hopkins

That the following actions be taken with respect to the communication dated August 1, 2024, from Councillor H. McAlister,



related to an Update to the Hamilton Road Streetscape Master Plan:

a) the Civic Administration BE DIRECTED to include, as part of the Mobility Master Plan, identification of an update to the Hamilton Road Streetscape Master Plan from Adelaide St to Highbury Ave, which could include a three-lane reconfigured road layout with protected bike lanes, and accessible sidewalks; it being noted that any large-scale redesign recommendations would be considered through the next Multi-Year Budget cycle for 2028-2031; and,

b) the Civic Administration BE DIRECTED to prepare a budget amendment for the Hamilton Road Streetscape Master Plan for consideration in the earliest possible update after completion of the Mobility Master Plan; it being noted that the communications, as appended to the Added Agenda, from C. Luistro, Hamilton Road BIA and V. Da Silva, with respect to this matter, were received. (2024-T08)

Yeas: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Nays: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (5 to 10)**

At 3:22 PM, His Worship Mayor J. Morgan, places Deputy Mayor S. Lewis in the Chair.

At 3:27 PM, His Worship Mayor J. Morgan resumes the Chair.

Item 9, clause 4.2, reads as follows:

Motion made by: A. Hopkins

Seconded by: S. Stevenson

That the communication from Councillor H. McAlister with regards to an Update to the Hamilton Road Streetscape Master Plan BE RECEIVED.

it being noted that the communications, as appended to the Added Agenda, from C. Luistro, Hamilton Road BIA and V. Da Silva, with respect to this matter, were received. (2024-T08)

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

**Motion Passed (15 to 0)**

8.5 13th Report of the Strategic Priorities and Policy Committee

Motion made by: S. Lewis

That the 13th Report of the Strategic Priorities and Policy Committee with the exception of items 3 (2.2) and 5 (5.1), BE APPROVED.

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

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) City of London Community Grants Program Grassroots, Innovation and Capital Funding Allocations (2024)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated August 15, 2024, titled "City of London Community Grants Program Grassroots, Innovation, and Capital Funding Allocations (2024)" and the revised Appendix "A", as appended to the added agenda, BE RECEIVED for information.

**Motion Passed**

4. (4.1) 2023 Climate Emergency Action Plan Progress Report

Motion made by: S. Lewis

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

a) the staff report dated August 15, 2024, providing a summary of progress and policy implications and opportunities pertaining to the Climate Emergency Action Plan as well as the appended 2023 Climate Emergency Action Plan Progress Report as Appendix "A" BE RECEIVED for information;

b) the Civic Administration BE DIRECTED to report back as part of the Climate Emergency Action Plan Update Report in January 2025 on revised timelines and completion dates for the actions that have been delayed or are under review including the rationale and potential impacts;

c) the provincially required 2024-2028 Corporate Energy Conservation and Demand Management (CDM) Plan, as appended to the staff report within Appendix "B", BE APPROVED; and

d) the Mayor BE REQUESTED to engage with the Minister of Energy to discuss London's efforts on the Climate Emergency Action Plan and how provincial energy policies are impacting London's ability to achieve our climate targets.

it being noted that the Strategic Priorities and Policy Committee received a presentation from the Director, Climate Change, Environment & Waste Management and received a communication dated August 12, 2024 from B. Samuels and a communication dated August 13, 2024 from M. A. Hodge, Climate Action London with respect to this matter.

**Motion Passed**

3. (2.2) Secondary School Student Transit Pass Pilot Program

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken:

- a) the report dated August 15, 2024, with respect to the Secondary School Student Transit Pass Pilot Program BE RECEIVED; and
- b) the secondary school pilot project BE DEFERRED to school years beginning September 2025 and September 2026 to provide for the Civic Administration together with London Transit Commission (LTC) to develop a Memorandum of Understanding (MOU) with the Thames Valley District School Board (TVDSB), for the purpose of partnering to deliver a pilot project to provide annual transit passes to secondary school students at Clarke Road Secondary School for Grade 9 students in year one and Grade 9 and Grade 10 students in year two, with a report back to Council on the MOU, appropriate source of financing, and metrics as previously directed.

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

Nays: (2): S. Stevenson, and S. Trosow

**Motion Passed (13 to 2)**

Motion made by: S. Trosow

That the motion BE AMENDED by deleting the words "at Clarke Road Secondary School" in paragraph b).

Motion made by: S. Franke

That, pursuant to section 10.5 of the Council Procedure By-law with respect to the Chair's ruling that the amendment to remove reference to Clarke Road Secondary School is not in order, shall the ruling of the Chair BE SUSTAINED?

Yeas: (9): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, S. Lehman, P. Van Meerbergen, E. Pelozo, and S. Hillier

Nays: (6): H. McAlister, S. Trosow, C. Rahman, A. Hopkins, S. Franke, and D. Ferreira

**Motion Passed (9 to 6)**

Motion made by: A. Hopkins

Seconded by: S. Trosow

That the Secondary School Student Transit Pass Pilot Program BE REFERRED back to the Strategic Priorities and Policy Committee to explore options that serve other school routes.

Yeas: (5): H. McAlister, S. Trosow, A. Hopkins, S. Franke, and D. Ferreira

Nays: (10): Mayor J. Morgan, S. Lewis, P. Cuddy, S. Stevenson, J. Pribil, C. Rahman, S. Lehman, P. Van Meerbergen, E. Pelozza, and S. Hillier

**Motion Failed (5 to 10)**

Item 3, clause 2.2, reads as follows:

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken:

- a) the report dated August 15, 2024, with respect to the Secondary School Student Transit Pass Pilot Program BE RECEIVED; and
- b) the secondary school pilot project BE DEFERRED to school years beginning September 2025 and September 2026 to provide for the Civic Administration together with London Transit Commission (LTC) to develop a Memorandum of Understanding (MOU) with the Thames Valley District School Board (TVDSB), for the purpose of partnering to deliver a pilot project to provide annual transit passes to secondary school students at Clarke Road Secondary School for Grade 9 students in year one and Grade 9 and Grade 10 students in year two, with a report back to Council on the MOU, appropriate source of financing, and metrics as previously directed.

5. (5.1) Request for London Police Services Delegation

Motion made by: S. Lewis

That the following actions be taken:

- a) the Civic Administration BE DIRECTED to invite London Police Chief T. Truong to appear before the Strategic Priorities and Policy Committee as a delegation at the September 17, 2024 meeting, along with any staff he deems appropriate to accompany him; and
- b) pursuant to section 36.3 of the Council Procedure By-law, the delegate BE PERMITTED to speak an additional five (5) minutes with respect to this matter followed by a Question and Answer session;

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 9, 2024 from Councillor E. Pelozza with respect to this matter.

Motion made by: E. Pelozza

Seconded by: C. Rahman

That the motion BE AMENDED to read as follows:

That the following actions be taken with respect to the London Police Services delegation invite:

- a) the Civic Administration BE DIRECTED to invite London Police Chief T. Truong to appear before the Strategic Priorities and Policy Committee as a delegation at the October 8, 2024 meeting, along with any staff he deems appropriate to accompany him;
- b) London Police Chief T. Truong BE REQUESTED to submit any public reports that may be of reference for his presentation to be part of the Strategic Priorities and Policy Committee public agenda;

c) pursuant to section 36.3 of the Council Procedure By-law, the delegate BE PERMITTED to speak an additional five (5) minutes with respect to this matter followed by a Question and Answer session; and

d) the Civic Administration BE DIRECTED to invite the London Police Chief to appear before the Strategic Priorities and Policy Committee as a delegation annually, along with any staff he deems appropriate to accompany him.

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 9, 2024 from Councillor E. Pelosa with respect to this matter.

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

**Motion Passed (15 to 0)**

Motion made by: E. Pelosa

Seconded by: A. Hopkins

That item 5, clause 5.1, as amended, BE APPROVED.

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

**Motion Passed (15 to 0)**

Item 5, clause 5.1, as amended, reads as follows:

That the following actions be taken with respect to the London Police Services delegation invite:

a) the Civic Administration BE DIRECTED to invite London Police Chief T. Truong to appear before the Strategic Priorities and Policy Committee as a delegation at the October 8, 2024 meeting, along with any staff he deems appropriate to accompany him;

b) London Police Chief T. Truong BE REQUESTED to submit any public reports that may be of reference for his presentation to be part of the Strategic Priorities and Policy Committee public agenda;

c) pursuant to section 36.3 of the Council Procedure By-law, the delegate BE PERMITTED to speak an additional five (5) minutes with respect to this matter followed by a Question and Answer session; and

d) the Civic Administration BE DIRECTED to invite the London Police Chief to appear before the Strategic Priorities and Policy Committee as a delegation annually, along with any staff he deems appropriate to accompany him.

it being noted that the Strategic Priorities and Policy Committee received a communication dated August 9, 2024 from Councillor E. Pelosa with respect to this matter.

**9. Added Reports**

9.1 14th Report of Council in Closed Session

Motion made by: S. Lehman

That the 14th Report of the Council, In Closed Session, BE APPROVED.

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

**Motion Passed (15 to 0)**

That Clauses 1 to 3 of the 14th Report of the Council, In Closed Session, reads as follows:

1. Offer to Purchase Industrial Lands – 2086192 Ontario Ltd. – Huron Industrial Park

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Huron Industrial Park C3, being composed of being Part of Lots 2 & 3, Concession 2, and to be further described with a new reference plan, which is part of PIN 08151-0155, located in the City of London, County of Middlesex, as outlined in red on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 2086192 Ontario Ltd. (the “Purchaser”) to purchase 14.01 acres of the subject property from the City, at a purchase price of \$2,942,100.00, reflecting a sale price of \$210,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

2. Offer to Purchase Industrial Lands – 1127030 BC Ltd. – 2865 Innovation Drive – Innovation Park Phase I

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase I, Part of Block 7, 33M-544, designated as Part of Part 2, Part of Part 3 and Part 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042 and being part of PIN 08197-0263 and to be further described in a reference plan to be deposited in City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 1127030 BC Ltd. (the Purchaser), to purchase approximately 9.7 acres of the subject property from the City, at a purchase price of \$2,037,000.00, reflecting a sale price of \$210,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

3. Offer to Purchase Industrial Lands – Maple Armor Group Corporation – Innovation Park Phase IV

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park Phase IV, being composed of Part of Blocks 4 and 5 and Part of Boyd Court (Closed by By-Law S.-5300-275, Registered as Inst. No. ER742388), (designated as Parts 1 and 2 on Deposited Plan 33R-17815) all on Registered Plan 33M-609, in the City of London, County of Middlesex and subject to final reference plan, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Maple Armor Group Corporation (the Purchaser) to purchase 14 acres more or less of the subject property from the City, at a purchase price of \$2,940,000.00, reflecting a sale price of

\$210,000.00 per acre BE ACCEPTED, subject to the conditions and terms as set out in the Agreement.

That progress was made with respect to items 4.1, 4.5, 4.6, and 4.7 as noted on the public agenda, (6.1/12/PEC), (6.4/13/CSC), (6.1/13/SPPC), and (6.2/13/SPPC).

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: S. Lehman

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 270 to revised Bill No. 294, with the exclusion of Bill No.'s 275 and 286, and including Bill No. 297, and Added Bill No.'s 298, 299 and 300, BE APPROVED.

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

**Motion Passed (15 to 0)**

Motion made by: P. Cuddy

Seconded by: J. Pribil

That Second Reading of Bill No.'s 270 to revised Bill No. 294, with the exclusion of Bill No.'s 275 and 286, and including Bill No. 297, and Added Bill No.'s 298, 299 and 300, BE APPROVED.

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

**Motion Passed (15 to 0)**

Motion made by: P. Cuddy

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No.'s 270 to revised Bill No. 294, with the exclusion of Bill No.'s 275 and 286, and including Added Bill No.'s 298, 299 and 300, BE APPROVED.

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

**Motion Passed (15 to 0)**

Motion made by: P. Cuddy

Seconded by: S. Lewis

That Introduction and First Reading of Bill No. 275, BE APPROVED.

**Motion Passed**

Motion made by: J. Pribil  
Seconded by: D. Ferreira

That Second Reading of Bill No. 275, BE APPROVED.

**Motion Passed**

At 4:22 PM, His Worship Mayor J. Morgan, places Deputy Mayor S. Lewis in the Chair.

At 4:23 PM, His Worship Mayor J. Morgan resumes the Chair.

Motion made by: P. Cuddy  
Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No. 275, BE APPROVED.

**Motion Passed**

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

That Introduction and First Reading of Bill No.'s 286, 295, and 296, BE APPROVED.

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

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

**Motion Passed (13 to 2)**

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

That Second Reading of Bill No.'s 286, 295, and 296, BE APPROVED.

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

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

**Motion Passed (13 to 2)**

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

That Third Reading and Enactment of Bill No.'s 286, 295, and 296, BE APPROVED.

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



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

**Motion Passed (13 to 2)**

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

Bill No. 270	By-law No. A.-8529-194 - A by-law to confirm the proceedings of the Council Meeting held on the 27th day of August 2024. (City Clerk)
Bill No. 271	By-law No. A.-8530-195 - A by-law to approve and authorize the execution of the Agreement between the Greater London Hockey Association and The Corporation of the City of London. (2.2/10/CPSC)
Bill No. 272	By-law No. A.-8531-196 - A by-law to approve the RNOA proprietary agreements and an amendment to the PointClickCare Master Subscription Agreement and Schedule of Exceptions Agreement to MSA ("MSA") between The Corporation of the City of London and PointClickCare Technologies Inc., the licensee of the Electronic Health Record management software in use at Dearness Home. (2.3/10/CPSC)
Bill No. 273	By-law No. A.-6866(b)-197 - A by-law to amend By-law No. A-6866-270, as amended, respecting the London Convention Centre Corporation. (4.1/3/SPPC)
Bill No. 274	By-law No. CPOL.-228(e)-198 - A by-law to amend By-law No. CPOL.-228-480, as amended, being "Council Members' Expense Account" to amend section 4.1. (2.3/12/SPPC)
Bill No. 275	By-law No. C.P.-1467(m)-199 - A by-law to amend C.P.-1467-175, as amended, being "A by-law to establish financial incentives for the Downtown Community Improvement Project Areas". (Mayor)
Bill No. 276	By-law No. C.P.-1512(dq)-200 - A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 757 Southdale Road East (3.5a/12/PEC)
Bill No. 277	By-law No. C.P.-1512(dr)-201 - A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating 267 York Street (3.6a/12/PEC)
Bill No. 278	By-law No. C.P.-1512(ds)-202 - A by-law to amend the Official Plan, The London Plan for the City of London, 2016 relating to 539 & 543 Topping Lane (3.8a/12/PEC)
Bill No. 279	By-law No. S.-6344-203 - A by-law to assume certain works and services in the City of London. (Victoria on the River, Phase 1, Plan 33M-672) (Deputy City Manager, Environment & Infrastructure)
Bill No. 280	By-law No. S.-6345-204 - A by-law to assume certain works and services in the City of London. (Victoria on the River, Phase 2, Plan 33M-688) (Deputy City Manager, Environment & Infrastructure)
Bill No. 281	By-law No. S.-6346-205 - A by-law to assume certain works and services in the City of London. (Victoria on the River, Phase 3, Plan 33M-707) (Deputy City Manager, Environment & Infrastructure)

Bill No. 282	By-law No. S.-6347-206 - A by-law to assume certain works and services in the City of London. (Victoria on the River, Phase 5, Plan 33M-773) (Deputy City Manager, Environment & Infrastructure)
Bill No. 283	By-law No. S.-6348-207 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Barn Swallow Place; as part of Holbrook Drive; and as part of Constance Avenue) (Chief Surveyor – registration of Plan 33M-843 requires 0.3m reserves on abutting registered plans to be dedicated as public highway to provide unobstructed access to the subdivision)
Bill No. 284	By-law No. S.-6349-208 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Gore Road) (Chief Surveyor – for road widening purposes pursuant to Consent File B.022/23)
Bill No. 285	By-law No. S.-6350-209 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Finley Crescent) (Chief Surveyor – release of a one-foot reserve in connection with approval of Consent File B.029/23)
Bill No. 286	By-law No. W.-5706-210 - A by-law to authorize the East London Link Stops Rapid Transit (Project RT1430-3D) (2.6/10/CWC)
Bill No. 287	By-law No. Z.-1-243238 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 379 Southdale Road West (3.1/12/PEC)
Bill No. 288	By-law No. Z.-1-243239 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 553 and 557 Upper Queen Street (3.2/12/PEC)
Bill No. 289	By-law No. Z.-1-243240 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 4452 Wellington Road South (3.4/12/PEC)
Bill No. 290	By-law No. Z.-1-243241 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 757 Southdale Road East (3.5b/12/PEC)
Bill No. 291	By-law No. Z.-1-243242 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 267 York Street (3.6b/12/PEC)
Bill No. 292	By-law No. Z.-1-243243 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1368 Oxford Street East (3.7/12/PEC)
Bill No. 293	By-law No. Z.-1-243244 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 539 & 543 Topping Lane (3.8b/12/PEC)
Bill No. 294	By-law No. Z.-1-243245 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 2060 Dundas Street (3.9/12/PEC)
Bill No. 295	By-law No. L.S.P.-3518-211 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the East London Link Project - Phase 4. (Director, Realty Services)

Bill No. 296	By-law No. L.S.P.-3519-212 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the Wellington Gateway Project. (Director, Realty Services)
Bill No. 297	A by-law to provide for Drainage Works in the City of London (Construction of the Johnson- Gough Municipal Drain) (2.2/11/CWC) (Two readings only)
Bill No. 298	By-law No. A.-8532-213 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2086192 Ontario Ltd. for the sale of the City owned industrial land located in Huron Industrial Park, being composed of Part of Lots 2 & 3, Concession 2, and to be further described with a new reference plan, containing an area of approximately 14.01 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/13/CSC)
Bill No. 299	By-law No. A.-8533-214 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1127030 BC Ltd., for the sale of the City owned industrial land located in Innovation Park, being composed of Part of Block 7, 33M-544, designated as Part of part 2, Part of part 3 and Part 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/13/CSC)
Bill No. 300	By-law No. A.-8534-215 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Maple Armor Group Corporation., for the sale of the City owned industrial land located in Innovation Park Phase IV, being composed of Part of Blocks 4 and 5 and Part of Boyd Court (Closed by By-Law S.-5300-275, Registered as Inst. No. ER742388), (designated as Parts 1 and 2 on Deposited Plan 33R-17815) All on Registered Plan 33M-609 and to authorize the Mayor and the City Clerk to execute the Agreement (6.3/13/CSC)

**14. Adjournment**

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

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 4:26 PM.

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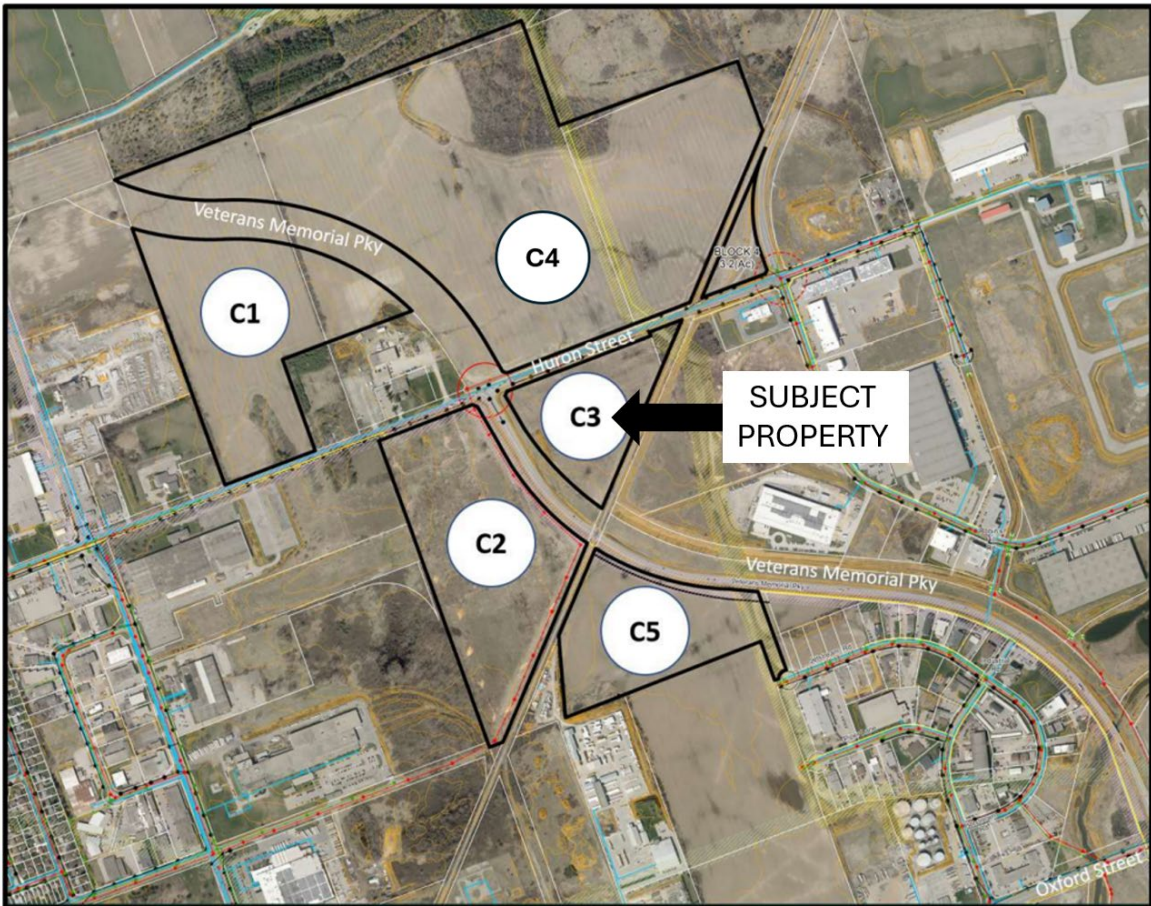
Josh Morgan, Mayor

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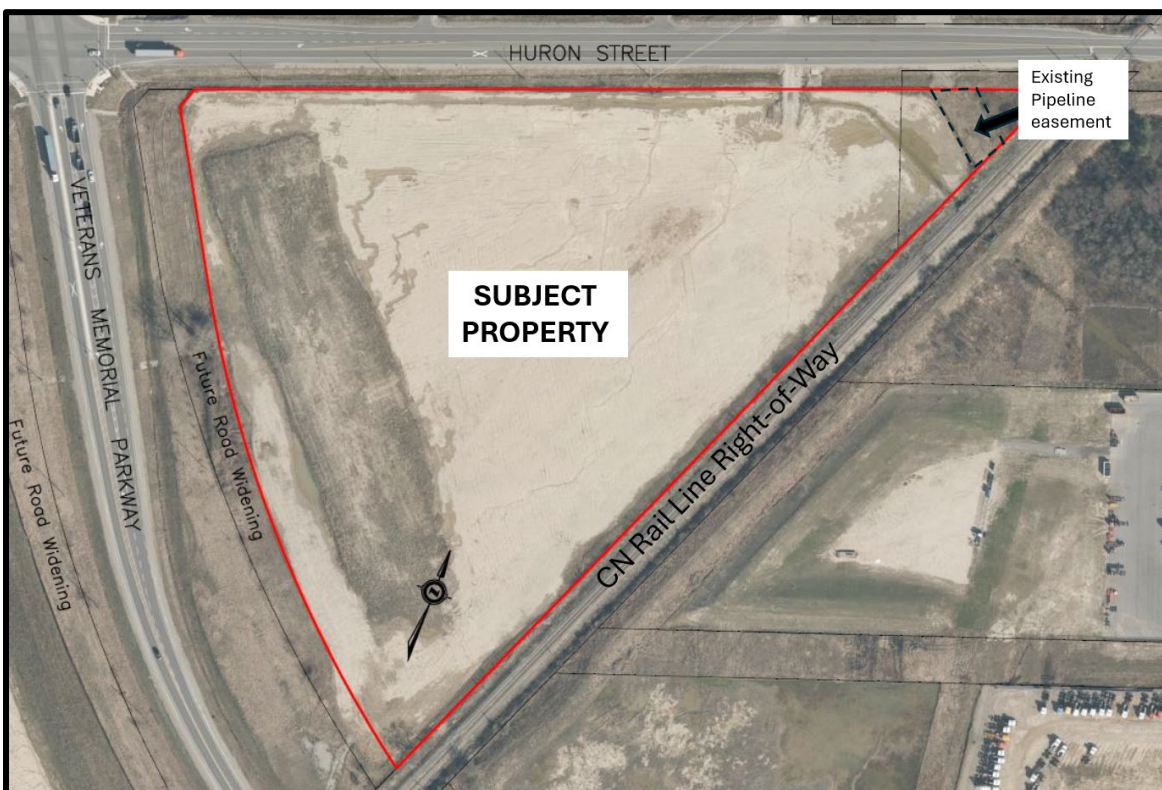
Michael Schulthess, City Clerk

# Appendix A – Location Map and Aerial

## LOCATION MAP



Huron Industrial Park (Block C3) Aerial





## Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

### CLASS 1 SALE

THIS INDENTURE dated the 18<sup>TH</sup> day of JULY, 2024.

**BETWEEN:**

#### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

#### **2086192 ONTARIO LTD.**

Address: 120 Midair Court, Brampton, On, L6T 5V1  
21266

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Huron Industrial Park, in the City of London, in the County of Middlesex, containing **14.01 acres**, more or less, and being composed of Part of Lots 2 & 3, Concession 2, and to be further described with a new reference plan, which is part of PIN 08151-0155 located in the City of London, County of Middlesex as outlined in red and labelled as "the Subject Property" in the sketch attached hereto as Schedule "C" to this Agreement, for the price of approximately:

**Two Million Nine Hundred and Forty Two Thousand and One Hundred Dollars (\$ 2,942,100.00)**  
of lawful money of Canada calculated at the rate of

**Two Hundred and Ten Thousand Dollars (\$ 210,000.00)**  
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits

**Two Hundred and Ninety Four Thousand & Two Hundred and Ten Dollars (\$ 294,210.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

4. The Purchaser is to be allowed until **November 25<sup>th</sup>, 2024**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 2

5. The Purchaser is to be allowed until **November 25<sup>th</sup>, 2024**, to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The parties acknowledge that this transaction is subject to HST, which shall be payable in addition to the Purchase Price by the Purchaser upon completion. The Purchaser covenants and agrees that it will, on or prior to completion, provide the Vendor with a certificate of an officer of the Purchaser: 1) confirming its registration number relating to the federal government's goods and services tax under the Excise Tax Act (Canada); 2) agreeing to self-assess and remit the required amount (if any) in accordance with the applicable statutory requirements in connection with HST; and 3) indemnifying and saving harmless the Vendor from and against such HST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay such HST as aforesaid. Provided that the Purchaser delivers an undertaking and indemnity with respect to the foregoing to the satisfaction of the Vendor, acting reasonably, HST shall not be payable to the Vendor upon completion.

7. The transaction of purchase and sale to be completed before **December 13<sup>th</sup>, 2024**. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

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

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

10. 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.

11. 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.

12. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

13. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

14. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

15. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered

**Appendix B – Agreement of Purchase and Sale Cont'd**

**AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON**

**PAGE 3**

instead of cash.


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

17. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **August 28<sup>th</sup>, 2024**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 18<sup>th</sup> day of JULY, 2024.

SIGNED, SEALED & DELIVERED

in the presence of

  
\_\_\_\_\_  
Witness:

) **2086192 Ontario Ltd.**

) Purchaser

)

)

)

)

)

) 

) **Signature of Signing Officer**

) Name: Ara Nalbandian

) Title:

) I have authority to bind the Corporation.

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Aerial Sketch Outlining Subject Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

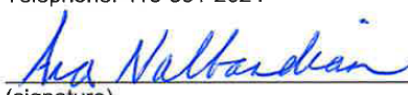
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## SCHEDULE "A"

### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfill these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Huron Industrial Park (Block C3) Concession 2, Part of Lots 2 and 3 Parts 3, 4, and 5 in 33R-21226
Name, Address, Postal Code of Purchaser:	2086192 Ontario Ltd. 120 Midair Court, Brampton, On, L6T 5V1
Local Company:	No
Intended Use of Building - (Describe):	Manufacturing of aerosol, liquid, lotion, and bag-on-valve consumer and industrial products with ancillary warehouse and office use.
Major Industrial Classification of User:	Advanced Manufacturing
List of Products Manufactured/Handled:	Household and Industrial Products in Aerosols, Bottles, Pumps, Wipes, and Tubes including propellants.
Number of Employees Anticipated:	~25 Full Time Employees
Number of Square Feet of Building Proposed:	200,000 sq. ft
Number of Square Feet in Property Purchase:	610,295 sq. ft
Proposed Building Coverage as % of Lot Area:	32.7 %
Mandatory Building Coverage Starting 1st Year:	20.0%
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Doron Noah, Partner Loopstra Nixon LLP Email: dnoah@LN.Law Telephone: 416-361-2624
Purchaser's Executive Completing this Form: Name: Ara Nalbandian Title: Company: 2086192 Ontario Ltd.	 (signature) I have authority to bind the Corporation.

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk



## SCHEDULE "B"

### Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

#### 4.10 Attachment "A"

##### Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

##### Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

##### Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

**SCHEDULE "C"**  
**The Subject Property**



Subject Property: Part of Lots 2 & 3, Concession 2, and to be further described with a new reference plan, which is part of PIN 08151-0155 located in the City of London, County of Middlesex.

## SCHEDULE "D"

### ADDITIONAL TERMS AND CONDITIONS

#### Headings

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

#### Paramourncy of Schedule "D"

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

#### Assignment of Agreement

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

#### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

#### Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames River Conservation Authority (UTRCA), Ministry of Environment and Climate Change (MOECC), Sun Canadian, Canadian National Railway Company, and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

#### Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than **November 25<sup>th</sup>, 2024**. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

#### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than **November 25<sup>th</sup>, 2024**. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 9

Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than **November 25<sup>th</sup>, 2024**. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Testing After Acceptance

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

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

### Purchaser Condition – Additional Due Diligence

The Purchaser is to be allowed until November 25<sup>th</sup>, 2024 to conduct whatever searches and investigations the Purchaser, in its sole discretion, deems advisable with respect to the Property including, without limitation, planning issues, zoning, development approvals, environment matters, development costs and other related financial matters, and any other matters of interest to the Purchaser with respect to the Property and is satisfied, in its sole discretion, with the results of all such searches. If the results of such searches and investigations are not acceptable to the Purchaser in its sole and unfettered discretion, the Purchaser may by written notice to the Seller delivered before 5:00 pm on November 25, 2024, terminate this Agreement and all monies paid shall be repaid to the Purchaser without interest or deductions.

### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

### Vendor Condition - Environmental Condition

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding those results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Condition of Property

The Vendor and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.

### Canadian National (CN) Railway Conditions

Prior to a submission of a site plan application and/or an application, should any building be within 75 metres of the CN railway right-of-way, the Purchaser may be required submit a noise and vibration report prepared by a qualified consultant.

### Sun-Canadian Pipeline Company Limited Easement

The purchaser acknowledges and agrees the parcel is subject to an existing pipeline easement benefitting Sun-Canada Pipeline Company Limited which is located within Part 4 of 33R-21226 being instruments LY64797, 93042, and 120816.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
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Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

### Reference Plan

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated as follows:  
14.01 acres at a purchase price of \$210,000 per acre subject to final survey.  
If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$210,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

### Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

### Survival of Conditions

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

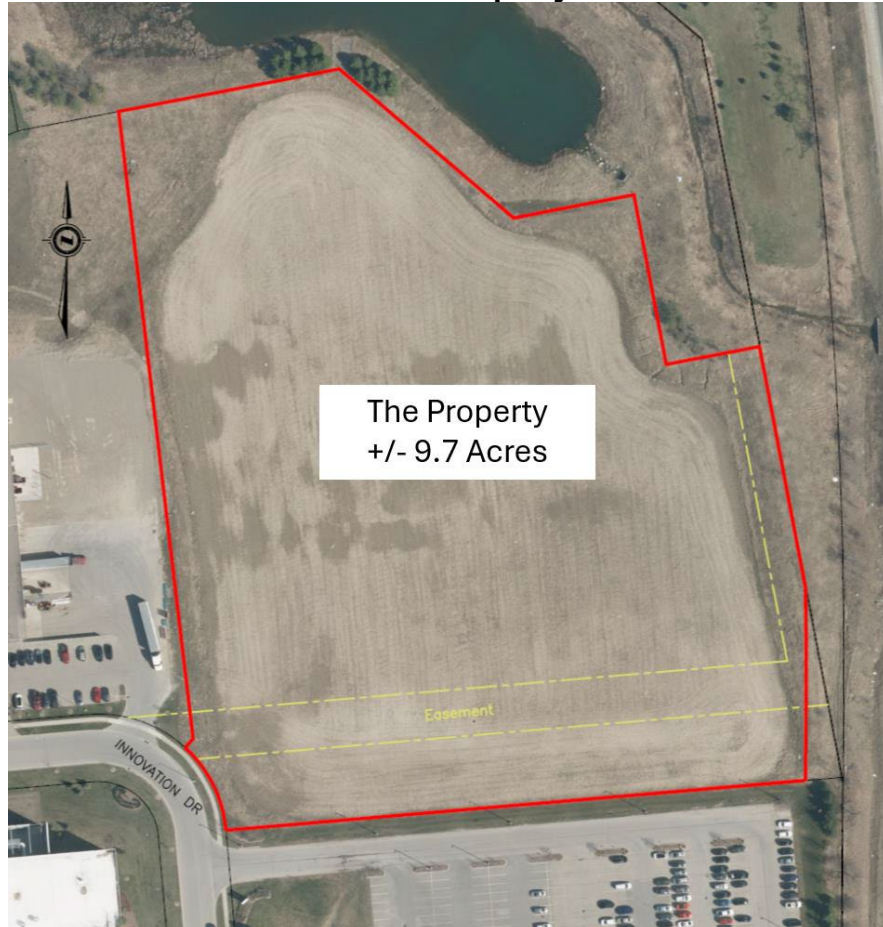


**Appendix A – Location Map & Aerial of Property**

**Location Map**



**Aerial of Property**



Subject to Final Reference Plan



# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

## CLASS 1 SALE

THIS INDENTURE dated the 19 day of July, 2024.

**BETWEEN:**

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### 1127030 BC LTD.

Address: 5910 274 Street, Langley, BC, V4W 0B8

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park Phase I, in the City of London, in the County of Middlesex, containing approximately **9.7 acres**, more or less, and being composed of Part of Block 7, 33M-544, designated as Part of part 2, Part of part 3 and Part 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042 and to be further described in a reference plan to be deposited, located in the City of London, County of Middlesex and shown outlined in red on the aerial attached hereto as Schedule "C" to this Agreement, being part of PIN 08197-0263, for the price of approximately:

Two Million and Thirty Seven Thousand Dollars (\$2,037,000.00)  
of lawful money of Canada calculated at the rate of

Two Hundred and Ten Thousand Dollars (\$210,000.00)  
per acre, with all normal municipal owned and operated services available in the road allowance.

The Purchaser submits Two Hundred and Three Thousand and Seven Hundred Dollars (\$203,700.00) cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

4. The Purchaser is to be allowed until **February 28<sup>th</sup> 2025** to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
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5. The Purchaser is to be allowed until **February 28<sup>th</sup> 2025** to carry out soil tests as it might reasonably require (the "Soil Testing Condition"). Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property. This Soil Testing Condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.

6. The parties acknowledge that this transaction is subject to HST, which shall be payable in addition to the Purchase Price by the Purchaser upon completion. The Purchaser covenants and agrees that it will, on or prior to completion, provide the Vendor with a certificate of an officer of the Purchaser: 1) confirming its registration number relating to the federal government's goods and services tax under the Excise Tax Act (Canada); 2) agreeing to self-assess and remit the required amount (if any) in accordance with the applicable statutory requirements in connection with HST; and 3) indemnifying and saving harmless the Vendor from and against such HST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay such HST as aforesaid. Provided that the Purchaser delivers an undertaking and indemnity with respect to the foregoing to the satisfaction of the Vendor, acting reasonably, HST shall not be payable to the Vendor upon completion.

7. The transaction of purchase and sale to be completed 30 days following waiver of the last of the Purchaser conditions (or the first business day thereafter if closing is not a business day) unless another date is mutually agreed to between parties. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

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

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

10. 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.

11. 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.

12. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

13. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

14. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and hereby

**Appendix B – Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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consent to the City's registration of a notice of the option in sequence to the registration of the Deed.

15. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque or Electronic Funds Transfer (EFT) may be tendered instead of cash.


16. Schedules A, B, C, D, E, and F attached hereto form part of this Agreement.

17. This Agreement shall be irrevocable and open for acceptance until 11:59pm (local time) on August 28<sup>th</sup> 2024, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchase without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 19 day of July, 2024.

SIGNED, SEALED & DELIVERED

in the presence of

  
\_\_\_\_\_  
Witness:  
Christian Kim  
CFO

) 1127030 BC LTD.  
) Purchaser  
)  
)   
) \_\_\_\_\_  
) **Signature of Signing Officer**  
) Name: Doo Yun Park,  
) Title: Owner/Director  
) I have authority to bind the Corporation.

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Except from Plan Outlining Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"  
Schedule "E" attached - "Municipal Services Easement Plan"  
Schedule "F" attached - "Municipal Services Easement Agreement"

Realtor: Jeff Flemington, Principal Broker  
Jordan Smith, Sales Representative  
Avison Young  
77 City Centre Drive, Unit 301 Mississauga ON L5N 1B5  
Tel: 905-712-2100  
Fax: 905-712-2937

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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## SCHEDULE "A"


### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase I Part of part 2, Part of part 3 and Part 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042 (9.7 Acres) (Subject to Final Reference Plan)
Name, Address, Postal Code of Purchaser:	1127030 BC LTD. 5910 274 Street, Langley, BC V4W 0B8
Local Company:	Yes <b>No</b>
Intended Use of Building - (Describe):	Food Processing, Manufacturing of Grocery Line Organic Snack Foods, Ancillary Warehouse and Office
Major Industrial Classification of User:	Food Processing
List of Products Manufactured/Handled:	Production of Organic Snack Foods
Number of Employees Anticipated:	70+ Full Time Employees
Number of Square Feet of Building Proposed:	77,000 sq. ft (GFA) Phase I
Number of Square Feet in Property Purchase:	422,532 sq. ft
Proposed Building Coverage as % of Lot Area:	18.22%
Mandatory Building Coverage Starting 1st Year:	18.22%
Future Building(s) Proposed (if any) Details:	57,000 sq. ft (GFA) Phase II Expansion
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Development Agreement
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Matthew Wilson, Siskinds The Law Firm 275 Dundas Street, Unit 1, London, ON N6B 3L1 Email: matthew.wilson@siskinds.com Telephone: 519-660-2061

Purchaser's Executive Completing this Form:  
Name, Doo Yun Park  
Title, Owner/Director 1127030 BC LTD

  
(signature)  
I have authority to bind the Corporation.

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk



### SCHEDULE "B"

#### Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

##### 4.10 Attachment "A"

###### Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

###### Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

###### Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

**SCHEDULE "C"**

The Property



Subject to Final Reference Plan



## SCHEDULE "D"

### ADDITIONAL TERMS AND CONDITIONS

#### Headings

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

#### Paramountcy of Schedule "D"

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

#### Assignment of Agreement

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

#### Requirement for Sewage Sampling Manholes

The Purchaser may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

#### Development Agreement

The Purchaser acknowledges that prior to the issuance of a Development Agreement, the Purchaser shall be subject to site plan and permitting process which may include but not be limited to an approval for the location of an entrance to the site, urban design, granting municipal easements and working easements, satisfying servicing requirements, obtaining approvals and satisfying requirements by Upper Thames Conservation Authority, (UTRCA), Ministry of Environment and Climate Change (MOECC), and any other approvals deemed necessary by the City. As part of the Purchaser's due diligence, the Purchaser shall satisfy itself at its sole risk and cost as to the total developable area available on the property.

#### Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed by **February 28<sup>th</sup> 2025**. If, within that time, any valid objection to the feasibility of the Purchaser's intended use is made in writing to the Vendor and the parties are otherwise unable to resolve same to the satisfaction of the Purchaser, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have waived this condition. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time-period stated herein.



## Appendix B – Agreement of Purchase and Sale Cont'd

### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed by **February 28<sup>th</sup> 2025**. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed by **February 28<sup>th</sup> 2025**. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Testing After Acceptance

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

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

### As Is Condition

The Purchaser acknowledges and agrees that the Property is being purchased on an "as is" basis. Pursuant to the terms of this agreement, the Purchaser will have an opportunity to complete inspections of the Property as it deems appropriate to be satisfied with regard to its condition. The Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations, warranties or conditions of any kind with respect to title, zoning or building bylaw compliance, encumbrance, description, fitness for purpose, the existence or non-existence of contaminants, hazardous materials, environmental compliance, condition, or in respect of any other matter or thing whatsoever concerning the Property. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing, including but not limited to any claims of non-compliance with applicable environmental laws, regulations and orders, or suitability for any specific use including and without limitation to any construction or development. The Purchaser acknowledges that it has not relied upon any representation or warranty or upon any offering material or other information furnished to the Purchaser by the Vendor or the Vendor's agent or any other person or entity including, without limitation, any reports, studies or assessments provided to the Purchaser by or on behalf of the Vendor.

### Environmental Condition of Property

The Purchaser hereby releases the Vendor and Vendor's employees, servants, trustees and agents and their respective successors, heirs, trustees, executors, administrators, beneficiaries and assigns (collectively, the "Releasees") from any and all claims resulting from, relating to or arising from the presence of any contaminant, as defined in Ontario *Environmental Protection Act*, as amended, on the Property or any other environmental issues related to the Property. The Purchaser agrees that they will not make any claim or commence any action or proceeding against any person, corporation, partnership or entity in which any claim would arise against the Releasees, or any one or more of them, for contribution or indemnity or any other relief over. In the event the Purchaser makes a claim or commences any action or proceeding that results in a claim over for contribution or indemnity or any other relief against the Releasees, the Purchaser shall discontinue its claim, action or proceeding forthwith. In the event that the Purchaser has made or should hereafter make any claim or demand or commence or threaten to commence any claim or

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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proceeding in respect of the matters released herein against the Releasees for or by reason of any cause, matter or thing included in this release, this document may be raised as and shall be considered to be an estoppel and complete bar to any such claim, demand, action, application, chose in action, suit, proceeding or complaint.

### Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have until **February 28<sup>th</sup> 2025**, to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

### Municipal Services Easement

The Purchaser agrees to transfer to the Vendor a municipal services easement, for nominal consideration, over the portion of lands described as Part of Block 7, Registered Plan 33M-544 designated as Part 3 on Plan 33R-17213, save and except Part 2 on Plan 33R-19042, being Part of PIN 08197-0263 shown highlighted in green on the plan attached hereto as Schedule "E" and will be substantially in the form attached as Schedule "F". The easement shall be conveyed upon completion and in priority to any encumbrances on title. This condition shall survive and not merge on the completion of this transaction.

### Reference Plan & Purchase Price Adjustments

The Vendor agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 9.7 acres multiplied by a land rate of \$210,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$210,000 per acre.

In the event that the reference plan has not yet been deposited upon the Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to three (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.

### Building Coverage

The Vendor shall permit a proposed initial building coverage of approximately 18.22 percent (18.22%) in place of the required 20%, as prescribed by clause 4.10.5 (b) of the present Industrial Land Sale policy.

### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

### Site Investigations

The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the development on the Property are in compliance with all building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Vendor;
- b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
- c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any

subsequent development on the Property;

- d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
- e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Vendor, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.

### Purchaser Development of Property

It is agreed by the Purchaser that the Purchaser's development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.

### Legal Costs:

The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.

### Real Estate Commission

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

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

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

### Site Plan Application (SPA) by Purchaser

Upon acceptance of this Agreement, the Vendor agrees that the Purchaser may advance a site plan application (SPA), development agreement, and building permit for the property in conjunction with working through the Purchaser's conditions. The Purchaser acknowledges and agrees that the final issuance of the site plan approval, development agreement, and/or building permit cannot be issued or registered until after the closing of this transaction.

### Survival of Conditions

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

### Urban Design Guidelines for Innovation Park

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

### Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including,

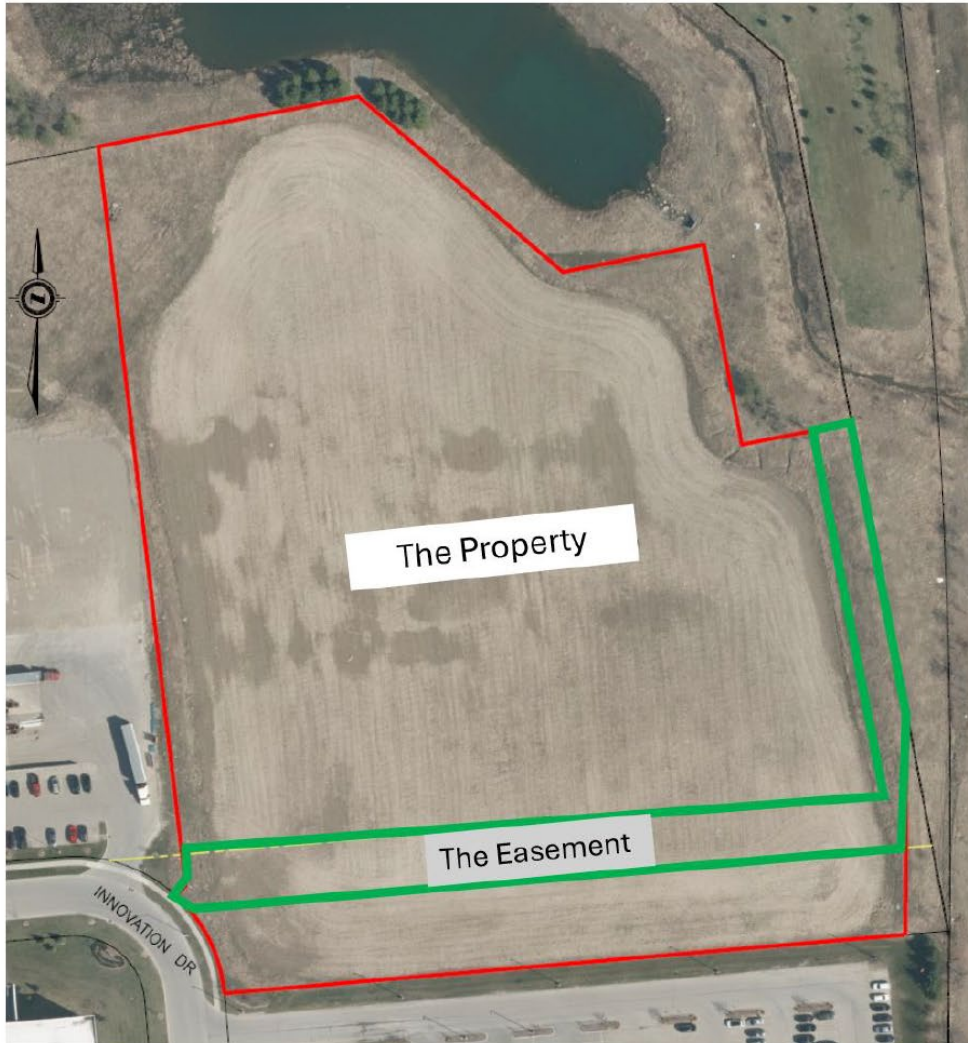


without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
  - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
  - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
  - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
  - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
  4. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.

**SCHEDULE "E"**

Municipal Services Easement Plan



Subject to Final Reference Plan

Easement to be registered over lands legally described as Part of Block 7, Registered Plan 33M-544 designated as Part 3 on Plan 33R-17213, save and except Part 2 on Plan 33R-19042, being Part of PIN 08197-0263

**SCHEDULE "F"**

Municipal Services Easement Agreement

THIS EASEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024.

B E T W E E N:

**1127030 BC LTD.**

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF LONDON**

(Hereinafter called the "Transferee")

OF THE SECOND PART

WHEREAS the Transferor is seized of the lands and premises herein described, and has agreed to transfer to the Transferee a multi-purpose easement for municipal services in, over and upon the said Lands;

AND WHEREAS Section 91(2) of the *Municipal Act*, S.O. 2001, c. 25, as amended provides that an easement of a public utility provided by a municipality does not have to be appurtenant or annexed to or for the benefit of any specific parcel of land to be valid;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00), of lawful money of Canada now paid by the Transferee to the Transferor (the receipt and sufficiency of which is hereby acknowledged), the Transferor DOTH GRANT unto the Transferee, its successors and assigns, forever, the full, free and uninterrupted right, liberty, privilege and easement in gross to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the Municipal Services system of the City of London and as appurtenant thereto, and for all times hereafter, sewers, watermains, electrical cables, communications cables, conduits and other municipal services of such kind, size, type and number as the Transferee may from time to time determine necessary (the "Municipal Services"), in, through, over, on and under that part of the lands of the Transferor more particularly described as Part of Block 7, Registered Plan 33M-544 designated as Part 3 on Plan 33R-17213, save and except Part 2 on Plan 33R-19042, being Part of PIN 08197-0263 (the "Lands").

TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purposes aforesaid and to enter as aforesaid upon the adjoining lands of the Transferor in order to obtain access to and from the said Lands.

AND TOGETHER WITH the full right, liberty, privilege and easement unto the Transferee, its successors and assigns, and its and their servants, agents, work people, contractors and others designated by it and them, from time to time and at all times forever hereafter, to enter upon the said Lands, with or without tools, machinery, equipment and vehicles, for the purpose of obtaining access to abutting lands owned by the Transferee or to abutting lands in which Municipal Services are installed.

IT SHALL BE LAWFUL for the Transferee and its successors and assigns to exercise and enjoy

the rights, liberties and privileges hereby granted without being liable for any interference, loss of use or loss of profit which shall or may be thereby caused to the said lands or to the owners and occupiers thereof from time to time, and the Transferee shall have the right to cut down or remove any brush, trees, shrubs, fences, pavements, ramps, curbs and other objects or structures as may be necessary or convenient in the exercise of the rights and privileges hereby granted and likewise to excavate and remove the soil and surfacings for the purposes aforesaid.

THE TRANSFEREE COVENANTS with the Transferor that it will restore the said Lands to the approximate condition which existed immediately prior to each and every entry upon the said Lands, excluding the replacement of brush and trees and structures. Restoration of hard surfaces will be at the sole discretion of the Transferee unless the surface predated the acquisition of this easement or was subsequently constructed as part of a development approved by the Transferee.

THE TRANSFEROR COVENANTS that no buildings or other structures shall be erected on or over the Lands described herein without the written consent of the Engineer of the Transferee or his designate.

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

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

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

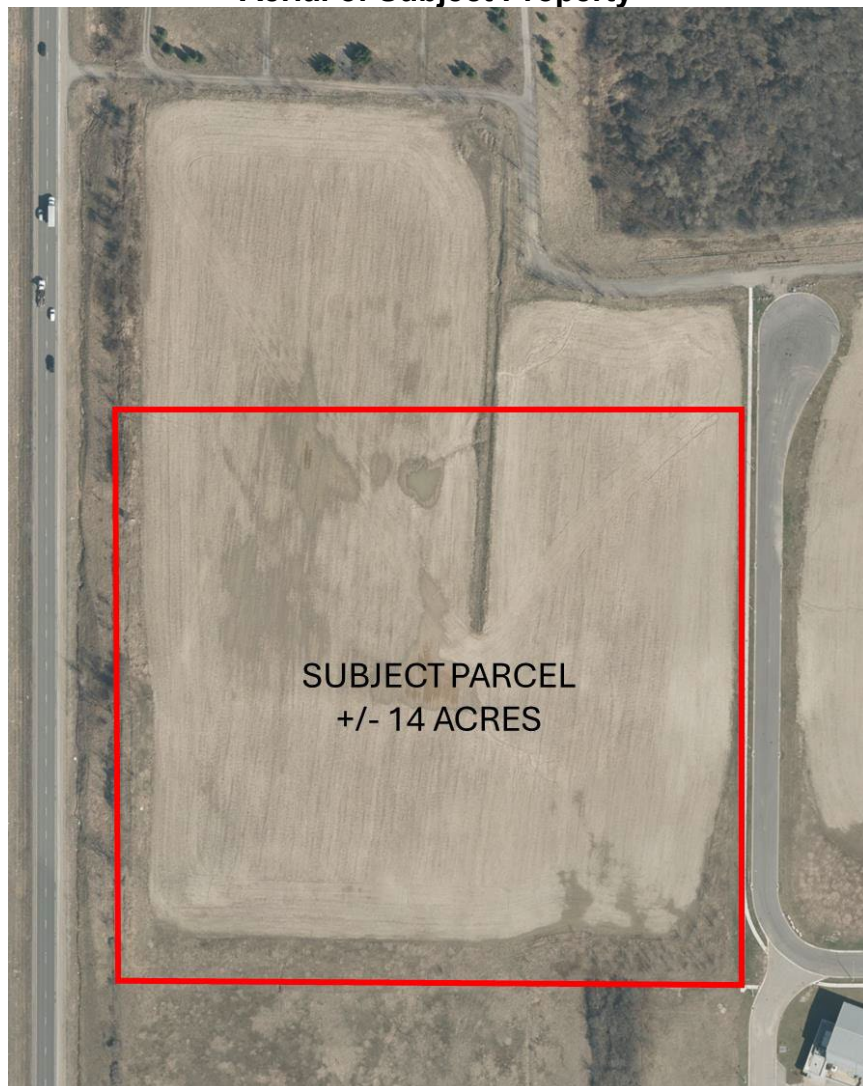


**Appendix A – Location Map and Aerial of Subject Property**

**Location Map**



**Aerial of Subject Property**



Subject to Final Survey



# Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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## CLASS 1 SALE

THIS INDENTURE dated the 22 day of July, 2024

BETWEEN:

### THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

### MAPLE ARMOR GROUP CORPORATION

Address for Service: 1-2823 Bristol Circle, Oakville, ON L6H 6X5

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Phase IV of **INNOVATION PARK**, in the City of London, in the County of Middlesex, containing **14 acres**, more or less and subject to final reference plan, being composed of Part of Blocks 4 and 5 and Part of Boyd Court (Closed by By-Law S.-5300-275, Registered as Inst. No. ER742388), (designated as Parts 1 and 2 on Deposited Plan 33R-17815) All on Registered Plan 33M-609, in the City of London, County of Middlesex and shown outlined in red on the aerial attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Two Million Nine Hundred and Forty Thousand Dollars** (\$2,940,000.00)  
of lawful money of Canada calculated at the rate of

**Two Hundred and Ten Thousand Dollars** (\$210,000.00)  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

**Two Hundred and Ninety Four Thousand Dollars** (\$294,000.00)

cash (or bank draft or certified cheque or Electronic Funds Transfer or wire transfer) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion in accordance with Schedule B, Section 4.10.13.

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

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

4. The Purchaser is to be allowed until **November 25<sup>th</sup>, 2024**, to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

## Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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5. The Purchaser is to be allowed **November 25<sup>th</sup>, 2024**, to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.
6. The parties acknowledge that this transaction is subject to HST, which shall be payable in addition to the Purchase Price by the Purchaser upon completion. The Purchaser covenants and agrees that it will, on or prior to completion, provide the Vendor with a certificate of an officer of the Purchaser: 1) confirming its registration number relating to the federal government's goods and services tax under the Excise Tax Act (Canada); 2) agreeing to self-assess and remit the required amount (if any) in accordance with the applicable statutory requirements in connection with HST; and 3) indemnifying and saving harmless the Vendor from and against such HST together with any penalties and interest thereon which may arise as a result of any failure by the Purchaser to pay such HST as aforesaid. Provided that the Purchaser delivers an undertaking and indemnity with respect to the foregoing to the satisfaction of the Vendor, acting reasonably, HST shall not be payable to the Vendor upon completion.
7. The transaction of purchase and sale to be completed on **December 13<sup>th</sup> 2024**. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
8. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
9. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
10. 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.
11. 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.
12. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
13. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
14. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement (the "Policy"), it being the intent of the parties hereto that the provisions of the Policy shall survive the closing of this transaction to such extent as may be required to give effect to the Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the Policy. On or before completion, the Purchaser shall execute an option agreement with the City, in the City's form, granting an option to repurchase the Property in accordance with the said Policy and shall consent to the City's registration of a notice of the option in sequence to the registration of the Deed.
15. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque or Electronic Funds Transfer (EFT) or wire transfer may be tendered instead of cash.

**Appendix B – Agreement of Purchase and Sale Cont'd**

16. Schedules A, B, C and D attached hereto form part of this Agreement.

17. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on **August 28<sup>th</sup>, 2024**, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 22 day of July, 2024.

SIGNED, SEALED & DELIVERED

in the presence of 杨浩宇

Witness: Haoyu Yang

) MAPLE ARMOR GROUP CORPORATION  
) Purchaser

) Xiangfeng Wei

) Signature of Signing Officer  
) Print Name: Xiangfeng Wei  
) Title: Director of The Board

// We have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk

**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Aerial Outlining Property in Red"  
Schedule "D" attached - "Additional Terms and Conditions"

# Appendix B – Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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## SCHEDULE "A"

### PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE

The Purchaser hereby declares, and it is understood and agreed between both parties, that the property will be used for the following purposes; and the Purchaser undertakes to take all reasonable steps to fulfil these commitments; which undertaking shall survive and not merge in the closing of the transaction.

### INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section: Lot & Conc./Part No./Block, etc.; Acres:	Innovation Park Phase IV Part of Blocks 4 and 5 and Part of Boyd Court (Closed by By-Law S.-5300-275, Registered as Inst. No. ER742388) (designated as Parts 1 and 2 on Deposited Plan 33R-17815) being 14 acres and subject to final reference plan.
Name, Address, Postal Code of Purchaser: Local Company:	Maple Armor Group Corporation 1-2823 Bristol Circle, Oakville, ON, L6H 6X5 No
Intended Use of Building - (Describe):	Advanced Manufacturing, Including Surface Mount Technology (SMT), R&D, Automated Packaging, with Ancillary Warehouse and Office Use.
Major Industrial Classification of User:	High-Tech Industry
List of Products Manufactured/Handled:	Advanced Manufacturing of Fire Alarm Systems Including Research and Design.
Number of Employees Anticipated:	50 + (Full Time)
Number of Square Feet of Building Proposed:	150,000 sq. ft. (GFA)
Number of Square Feet in Property Purchase:	609,840 sq. ft.
Proposed Building Coverage as % of Lot Area:	24.5% percent
Mandatory Building Coverage Starting 1st Year:	20 percent (20%)
Future Building(s) Proposed (if any) Details:	Phase II – 150,000+ Sq. Ft. GFA
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Sylvia Adriano Gowling WLG 416-862-4365 sylvia.adriano@gowlingwlg.com
Telephone:	
E-mail:	

### Maple Armor Group Corporation

Purchaser's Executive Completing this Form:

*Xiangfeng Wei*

(signature)  
Print Name: Xiangfeng Wei  
Title: Director of The Board

I/We have authority to bind the Corporation

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Schulthess, City Clerk



## SCHEDULE "B"

### Excerpt from By-law No. A.- 6151-(ad)-8, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

#### 4.10 Attachment "A"

##### Disposal of Industrial Land Procedures

4.10.1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.

4.10.2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.

4.10.3. In this policy,

- a) Commencement of construction means the date upon which a building permit is issued by the City;
- b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
- c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

##### Class 1 Sale

4.10.4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.

4.10.5. A class 1 sale shall be subject to the following conditions:

a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

In the event of a default, the City will provide any existing approved mortgagee of the land 120 days notice of the City's intention to exercise its option to repurchase under Section 4.10.18. and the mortgagee may enter into terms with the City, as approved by the Director, Realty Services, to permit the mortgagee to commence enforcement proceedings against the land prior to the option to repurchase being fully exercised.

b) The minimum coverage of the building or structure shall be 20 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 20 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.

c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P.13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 4.10.18. of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.

d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.

4.10.6. The Director, Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph (a) of Section 4.5. of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Director, Realty Services for the extension.

##### Class 2 Sale

4.10.7. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.

4.10.8. A class 2 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### Class 3 Sale

4.10.9. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

4.10.10. A class 3 sale shall be subject to conditions (a), (b), (c) and (d) of Section 4.10.5. of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### General

4.10.11. At least annually, the Director, Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to the appropriate Standing Committee as to the price per acre at which land should be offered for sale during the ensuing year.

4.10.12. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.

4.10.13. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.

4.10.14. The Director, Realty Services may submit an offer to purchase for acceptance by the City.

4.10.15. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.

4.10.16. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

4.10.17. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.

4.10.18. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.

4.10.19. The cost of service connections from the main to the property line is the responsibility of the purchaser.

4.10.20. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.

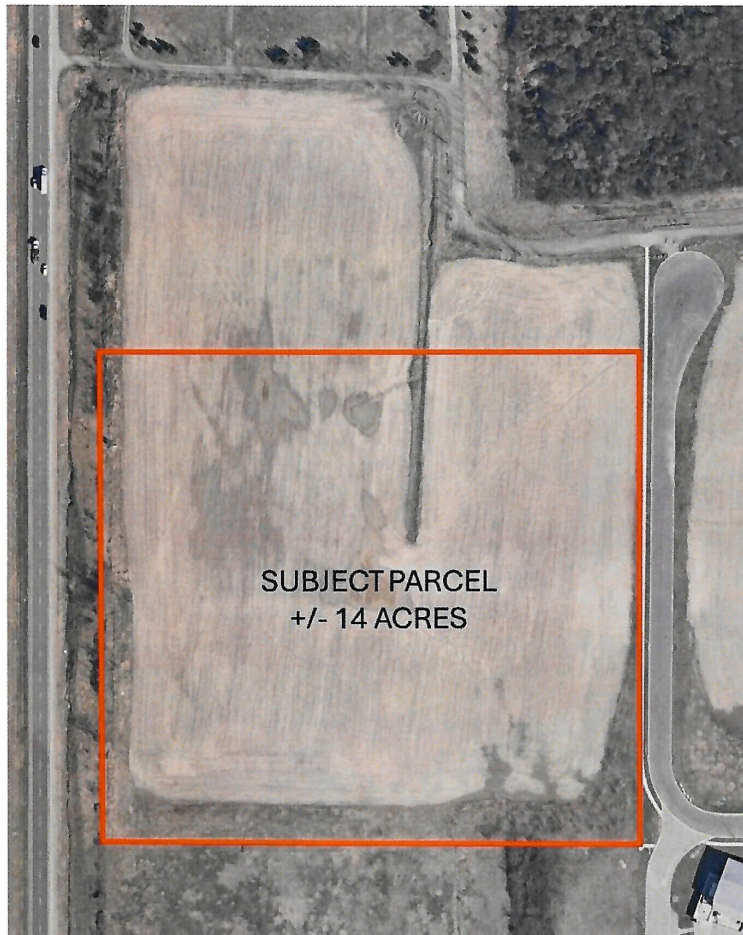
# Appendix B – Agreement of Purchase and Sale Cont'd

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## SCHEDULE "C"

### The Property



Part of Blocks 4 and 5 and  
Part of Boyd Court (Closed by By-Law S.-5300-275, Registered as Inst. No. ER742388)  
(designated as Parts 1 and 2 on Deposited Plan 33R-17815)  
All on Registered Plan 33M-609  
In the City of London  
County of Middlesex  
and subject to final reference plan



# Appendix B – Agreement of Purchase and Sale Cont'd

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## SCHEDULE "D"

### ADDITIONAL TERMS AND CONDITIONS

#### Headings

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

#### Paramountcy of Schedule "D"

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

#### Assignment of Agreement

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

#### Sewage Sampling Manholes

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

#### Municipal Services and Roadway Easements

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

#### Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

#### Development Agreement

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



## Appendix B – Agreement of Purchase and Sale Cont'd

### Purchaser Condition – Feasibility of Intended Use

This offer is conditional until **November 25<sup>th</sup>, 2024**, to permit the Purchaser, at the Purchaser's expense, to determine the feasibility of the Purchaser's intended use for the Property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion (the "Feasibility of Intended Use"). For the purposes of clarity, the Feasibility of Intended Use includes the Purchaser being satisfied, in its sole and absolute discretion, with the following:

- (a) The Purchaser has received all necessary regulatory, governmental, board, and shareholder approvals;
- (b) The results of the Purchaser's investigations and due diligence concerning the property, including without limitation, the zoning.
- (c) Satisfaction in all respects with the Vendor's easement requirements in accordance with Section 5 of this Schedule "D".

If within that time, the Purchaser provides notice to the Vendor in writing that this condition is not waived and it is exercising its right to terminate the Agreement, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid in returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the Feasibility of Intended Use and waived this condition.

### Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than **November 25<sup>th</sup>, 2024**. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor within the time-period stated herein. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any schedule thereto no later than November 25<sup>th</sup> 2024 that this condition is fulfilled, this Agreement shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

### Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than **November 25<sup>th</sup>, 2024**. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor within the time-period stated herein. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any schedule thereto no later than November 25<sup>th</sup> 2024 that this condition is fulfilled, this Agreement shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

### Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have until **November 25<sup>th</sup>, 2024**, to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

### Reference Plan & Purchase Price Adjustments

The Vendor will facilitate to deposit on title, on or before closing and at no cost to the Purchaser, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the

## Appendix B – Agreement of Purchase and Sale Cont'd

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Completion Date, the Purchaser agrees to consent to extend the closing one or more times for a total period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 14 acres multiplied by a land rate of \$210,000 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$210,000 per acre.

### Authority to Sell

The Vendor represents and warrants to the Purchaser that it has and will have, as of the closing date, fully complied with its internal policies and procedures related to the sale of land, had received all necessary approval from municipal Council and otherwise, has full power and authority to sell the Property to the Purchaser pursuant to the terms and conditions of this Agreement.

### Survival of Conditions

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

### Urban Design Guidelines for Innovation Park

A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover within five (5) business days of the Acceptance of this Agreement.

### Special Provisions of Innovation Park Subdivision Agreement

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

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5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.