



## Council Minutes

The 15th Meeting of City Council  
August 25, 2020, 4:00 PM

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

Also Present: M. Schulthess, J. Taylor, B. Westlake-Power  
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, S. Corman, K. Dickins, M. Feldberg, A. Hagan, G. Kotsifas, D. Popadic, K. Scherr, C. Smith, S. Stafford, M. Tomazincic, B. Warner, J. Wills  
The meeting is called to order at 4:02 PM, with Deputy Mayor J. Helmer in the Chair and Councillors S. Lewis, P. Squire, J. Morgan and S. Lehman present; it being noted that the following members were in remote attendance: Mayor E. Holder; Councillors M. van Holst, M. Salih, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga, S. Hillier.

### 1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in clause 5 of the 13th Report of Council, In Closed Session, having to do with the Execution of the Collective Agreement for London Professional Fire Fighters Association (LPFFA), by indicating that his son-in-law is a member of the LPFFA.

Motion made by: P. Van Meerbergen  
Seconded by: S. Hillier

That pursuant to section 6.5 of the Council Procedure By-law, the following changes in order BE APPROVED:

- a) Stage 4 – Council, In Closed Session be considered after Stage 13- By-laws, with the exception of Bill No. 233, being a by-law to confirm the proceedings of the Council Meeting held on the 25th Day of August, 2020, which will be considered, prior to Stage 14 – Adjournment; and
- b) Stage 9 – Added Reports –Item 9.1 - 13th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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

**Motion Passed (15 to 0)**

### 2. Recognitions

None.

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

None.

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

5.1 14th Meeting held on July 21, 2020

Motion made by: S. Lewis

Seconded by: M. Cassidy

That the Minutes of the 14th Meeting held on July 21, 2020, BE APPROVED.

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

**Motion Passed (15 to 0)**

## **6. Communications and Petitions**

Motion made by: M. Cassidy

Seconded by: Mayor E. Holder

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

6.1 Application – 2040 River Road (Z-9133)

1. R. Zelinka, Zelinka Priamo Ltd.;
2. V. DaSliva, Global Waste Disposal

6.2 (ADDED) – Single Source Procurement – Vehicle Exhaust Capture Systems

1. Councillor M. van Holst

6.3 (ADDED) – Sidewalk Installation – Silverleaf Community Request

1. P. Lombardi, Siskinds.

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

**Motion Passed (15 to 0)**

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

7.1 A Film Office for London Ontario - Councillor M. van Holst

Motion made by: M. van Holst

Seconded by: S. Hillier

Approve that pursuant to section 11.3 of the Council Procedure By-law, leave be given for the introduction of a motion related to opportunities for the City of London in the film industry.

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

**Motion Passed (15 to 0)**

Motion made by: M. van Holst

Seconded by: S. Hillier

That the following actions be taken with respect to the opportunities for the film industry, in the City of London:

- a) that \$1M from Council's community investment reserve fund BE COMMITTED to establish and operate a film office through 2023; and,

b) subject to the success of the office noted in part a) above, permanent funding for the film office BE REFERRED to the 2024-2027 multi-year budget process;

it being noted that the current COVID-19 global situation presents the potential for the City of London to establish itself in film and TV production industry.

Motion made by: S. Lewis

Seconded by: S. Lehman

That the communication dated August 18, 2020, and accompanying supporting documentation, from Councillor M. van Holst with respect to the establishment of a City of London Film Office through 2023, BE REFERRED to the Civic Administration for consideration in conjunction with previous Council direction for a report related to the film industry in London, with a report back to the Community and Protective Services Committee; it being noted that the communications were received from the following, with respect to this matter:

- J. Morris, Sighthound Studio;
- G.A. Sager, Matchbox Pictures;
- G. Hart;
- K. Peckham, Wide Eye Television Inc.;
- T. Raimi;
- D. Downs, Forest City Film Festival;
- D. Abboud;
- R. Carver, Fanshawe College;
- L. Kirk, Open Entertainment Inc.;
- R. Schroeyens, Music City Canada.

Yeas: (13): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga, and S. Hillier

Nays: (2): M. van Holst, and E. Pelosa

**Motion Passed (13 to 2)**

## **8. Reports**

### **8.1 10th Report of the Civic Works Committee**

Motion made by: S. Lehman

That the 10th Report of the Civic Works Committee BE APPROVED, excluding Items 11, 12 and 13, clauses 2.1, 2.5 and 2.6, respectively.

Yeas: (15): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, A. Kayabaga, 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. (2.2) Mud Creek Remediation - Phase 1A Tunnel Contract Award and Consultant Contract Increase

Motion made by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of contract for the Mud Creek Remediation – Phase 1a Tunnel Construction project and additional Consultant contract increase:

- a) the bid submitted by Ward and Burke Microtunnelling, at its tendered price of \$7,488,280.00, including contingency (excluding HST), BE ACCEPTED; it being noted that the bid submitted by Ward and Burke Microtunnelling, was the lowest of two bids received from the two pre-qualified contractors;
- b) the engineering fees for CH2M Hill Canada Limited Consulting BE INCREASED to recognize the additional scope of work during design and to authorize the resident inspection and contract administration for the said project in accordance with the estimates, on file, to an upset amount of \$920,501.00 (excluding HST), from \$1,130,497.00 to a total of \$2,050,998.00, in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- c) the allowance of the mandated Canadian National Railway (CN) flagging personnel during the construction of the Mud Creek Remediation Phase 1a per the anticipated CN flagging requirements BE APPROVED for the Mud Creek Remediation project, with an estimated fee of \$281,632.00 (excluding HST);
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- e) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- f) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT20-79); and,
- g) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

**Motion Passed**

3. (2.3) Request for Contract Increase - Dingman Creek Pumping Station Forcemain Installation Contract #2

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the

following actions be taken with respect to Contract 2 for the Dingman Creek Pumping Station Forcemain construction project:

- a) an increase of the contract price with Bre-Ex Construction Inc. by \$200,000.00 (excluding HST), to a new total contract price of \$5,112,985.47 (excluding HST), BE APPROVED;
- b) the financing for these projects BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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. (2020-F01)

**Motion Passed**

- 4. (2.4) Award of Consulting Engineering Services for the South and West London Water Servicing Study RFP 20-36

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the award of consulting engineering services for RFP 20-36 South and West London Servicing Study (EW3313):

- a) the proposal submitted by C3 Water Inc., 350 Woolwich Street South, Breslau, ON N0B 1M0, in the amount of \$339,658.16, including \$50,000 contingency and \$89,713.30 in provisional items (excluding H.S.T.), BE AWARDED in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to effect these recommendations. (2020-E05)

**Motion Passed**

- 5. (2.7) New Traffic, Pedestrian and Cyclist Signals

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the planned signal installations:

- a) the installation of the traffic signal at Pack Road at Colonel Talbot Road BE APPROVED;

b) the installation of the following pedestrian signals BE APPROVED:

- i) Hamilton Road at Inkerman Street;
- ii) Hamilton Road at Pine Lane Avenue; and,
- iii) Southdale Road East at Millbank Drive (west leg);

c) the installation of the following pedestrian and cyclist signals BE APPROVED:

- i) Oxford Street East at William Street; and,
- ii) Riverside Drive at Wilson Avenue. (2020-T03)

**Motion Passed**

6. (2.8) Replacement of Highway 401 / Dingman Drive Bridge Memorandum of Understanding for the Design and Construction of Provisions to Accommodate Future Widening of Dingman Drive (Relates to Bill No. 235)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the execution of the Memorandum of Understanding with the Ministry of Transportation:

a) the proposed by-law, as appended to the staff report dated August 11, 2020, BE INTRODUCED at the Municipal Council meeting on August 25, 2020 to:

i) approve the Memorandum of Understanding between The Corporation of the City of London and the Minister of Transportation for the design and construction of provisions to accommodate a future widening of Dingman Drive in the City of London; and,

ii) authorize the Mayor and the City Clerk to sign the agreement; and,

b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project. (2020-T05)

**Motion Passed**

7. (2.9) Contract Price Increase: Tender T19-18 - Traffic Signal Reconstruction Southdale Road at Wharncliffe Road South

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Southdale Road and Wharncliffe Road South intersection reconstruction project:

a) the Tender T19-18 construction contract value with KWS Electric Services Inc. BE INCREASED by \$95,000.00 to \$1,288,542.43 (excluding HST), in accordance with Section 20.3 (e) of the Procurement of Goods and Services Policy;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; 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. (2020-T07)

**Motion Passed**

8. (2.10) Strategic Plan Progress Variance

Motion made by: S. Lehman

That, on the recommendation of the Managing Director of Environmental and Engineering Services and City Engineer, the report on the Strategic Plan Progress Variance, dated August 11, 2020, BE RECEIVED for information. (2020-C08)

**Motion Passed**

9. (2.11) Contract Award: Tender No. RFT20-35 - Huron Industrial Lands Stormwater Management Facility and Consultant Appointment

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the award of contract for the Huron Industrial Lands Stormwater Management Facility project:

- a) the bid submitted by Bre-Ex Construction Inc., at its tendered price of \$5,339,369.49 (excluding HST) BE ACCEPTED; it being noted that the bid submitted by Bre-Ex Construction Inc. was the lowest of three (3) bids received;
- b) Stantec Consulting Ltd. BE AUTHORIZED to carry out and contract administration for the said project in accordance with the estimate, on file, at an upset amount of \$454,529.35, including contingency (excluding HST), in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy, noting that this firm completed the engineering design for this project;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- e) 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 No. RFT20-35); and,

f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-E03)

**Motion Passed**

10. (2.12) Irregular Results Request for Contractor Appointment: Powell Drain Culvert Replacement and Natural Channel Rehabilitation (RFT20-97)

Motion made by: S. Lehman

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the request for tender RFT20-97:

- a) the submission by J-AAR Excavating Limited to carry out contractor services for \$1,083,371.25 (excluding HST) BE ACCEPTED as an irregular result in accordance with Section 8.10 (b) of the City of London's Procurement of Goods and Services Policy; it being noted that the bid submitted by J-AAR Excavating Limited was the only submission and meets all City requirements and qualifications;
- b) the financing for this work BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary to give effect to these recommendations. (2020-E03)

**Motion Passed**

14. (5.1) Deferred Matters List

Motion made by: S. Lehman

That the Deferred Matters List, as of July 31, 2020, BE RECEIVED.

**Motion Passed**

11. (2.1) Kilally South, East Basin Municipal Class Environmental Assessment: Notice of Completion

Motion made by: S. Lehman

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Kilally South, East Basin Municipal Class Environmental Assessment:

- a) the Kilally South, East Basin Municipal Class Assessment Executive Summary, as appended to the staff report dated August 11, 2020, BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk;
- c) the Project File for the Kilally South, East Basin Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period; and,



d) the Civic Administration BE DIRECTED to initiate an Official Plan amendment and Zoning By-law amendment to implement the recommendations of the Subject Lands Status Report and EIS for the Kilally South, East Basin Municipal Class Environmental Assessment. (2020-E05)

**Amendment:**

Motion made by: A. Hopkins

Seconded by: M. Cassidy

That clause 2.1 of the 10<sup>th</sup> Report of the Civic Works Committee BE AMENDED by adding the following new part e), as follows:

“e) the Civic Administration BE DIRECTED to initiate a review of combined environmental impacts related to the Clarke Road bridge rehabilitation and the proposed stormwater management projects to ensure a comprehensive assessment of environmental sustainability is completed, prior to construction of municipal projects, based on the finding of the Subject Lands Status Report and EIS for the Kilally South, East Basin Municipal Class Environmental Assessment.”

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

**Motion Passed (15 to 0)**

Motion made by: S. Lehman

Seconded by: A. Hopkins

That clause 2.1, as amended, BE APPROVED.

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

**Motion Passed (15 to 0)**

Clause 11, as amended, reads as follows:

That, on the recommendation of the Managing Director Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the Kilally South, East Basin Municipal Class Environmental Assessment:

a) the Kilally South, East Basin Municipal Class Assessment Executive Summary, as appended to the staff report dated August 11, 2020, BE ACCEPTED;

b) a Notice of Completion BE FILED with the Municipal Clerk;

c) the Project File for the Kilally South, East Basin Municipal Class Environmental Assessment BE PLACED on public record for a 30-day review period; and,

d) the Civic Administration BE DIRECTED to initiate an Official Plan amendment and Zoning By-law amendment to implement the recommendations of the Subject Lands Status Report and EIS for the Kilally South, East Basin Municipal Class Environmental Assessment; and,

e) the Civic Administration BE DIRECTED to initiate a review of combined environmental impacts related to the Clarke Road bridge rehabilitation and the proposed stormwater management projects to ensure a comprehensive assessment of environmental sustainability is completed, prior to construction of municipal projects, based on the finding of the Subject Lands Status Report and EIS for the Kilally South, East Basin Municipal Class Environmental Assessment.

12. (2.5) Wellington Gateway Transit and Municipal Infrastructure Improvements - Appointment of Consulting Engineer

Motion made by: S. Lehman

That items 12 and 13, clauses 2.5 and 2.6 BE APPROVED.

12. (2.5) Wellington Gateway Transit and Municipal Infrastructure Improvements - Appointment of Consulting Engineer

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the appointment of a Consulting Engineer for the Wellington Gateway Transit and Infrastructure Improvements:

a) AECOM Consulting Ltd. BE APPOINTED Consulting Engineer for the Transit and Infrastructure improvements of the Wellington Gateway project at an upset amount of \$6,490,902.00, including contingency (excluding HST), in accordance with Section 15.2 (e) of the Procurement of Goods and Services policy;

b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;

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

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

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2020-T03)

13. (2.6) East London Link Transit and Municipal Infrastructure Improvements Appointment of Consulting Engineer

That, on the recommendation of the Managing Director, Environmental and Engineering Services, and City Engineer, the following actions be taken with respect to the appointment of a consulting Engineer for the East London Link Transit and Municipal Infrastructure Improvements:

a) DILLON Consulting Limited BE APPOINTED Consulting Engineers for the East London Link Transit and Municipal Infrastructure Improvements at an upset amount of \$6,113,853.00, including contingency (excluding HST), in accordance with Section 15.2 (e) of the Procurement of Goods and Services policy;

b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report, as appended to the staff report dated August 11, 2020;

- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with tis appointment;
- d) the approvals, given herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents if required, to give effect to these recommendations. (2020-T03).

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga  
 Nays: (2): P. Van Meerbergen, and S. Hillier

**Motion Passed (13 to 2)**

8.2 12th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 12th Report of the Planning and Environment Committee BE APPROVED, excluding items 15, 17 and 20, clauses 3.4, 3.6 and 4.3, respectively.

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

**Motion Passed (15 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that Mayor E. Holder disclosed a pecuniary interest in clause 4.1 of this Report, having to do with the property located at 745-747 Waterloo Street, by indicating that his wife and daughter own the bakery and chocolate shops at that location.

**Motion Passed**

2. (2.1) Application - 3087 White Oak Road Whiterock Subdivision - Special Provisions 39T-18505

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Planning, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Whiterock Village Inc., for the subdivision of land legally described as Adams St PL 643 London; Reserve PL 643 London; PT LT 31 CON 2 London; PT LT 5 PL 643 London; PT Reserve B PL 643 London PT 1, 2, 3, 4, 5, 6, 7, 33R3762, situated on the west side of White Oaks Road and South of Southdale Road, known municipally as 3087 White Oak Road:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Whiterock Village Inc., for the Whiterock Subdivision, (39T-18505)

appended to the staff report dated August 10, 2020 as Appendix “A”, BE APPROVED;

b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated August 10, 2020 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated August 10, 2020 as Appendix “C”; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions.

**Motion Passed**

3. (2.2) Application - 536 and 542 Windermere Road (H-9219)  
(Relates to Bill No. 244)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 2492222 Ontario Inc., relating to the property located at 536 and 542 Windermere Road, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a holding Residential R5 Special Provision (h-5\*h-225\*R5-5(3)) Zone TO Residential R5 Special Provision (R5-5(3)) Zone to remove the “h-5” and “h-225” holding provisions.

**Motion Passed**

4. (2.3) Application - 1339-1347 Commissioners Road West (H-9179)  
(Relates to Bill No. 245)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Milan Starcevic, relating to the property located at 1339-1347 Commissioners Road West, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a holding Residential R8 Bonus (h-5\*R8-4\*B-63) Zone TO Residential R8 Bonus (R8-4\*B-63) Zone to remove the holding provision.

**Motion Passed**

5. (2.4) Application - 3030 Singleton Avenue (H-9212) (Relates to Bill No. 246)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Schlegel Villages Inc., relating to the property located at 3030 Singleton Avenue, the

proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6/R7 (h-53\*R5-4/R6-5/R7/D100/H30) Zone TO a Residential R5/R6/R7 (R5-4/R6-5/R7/D100/H30) Zone to remove the “h-53” holding provision.

**Motion Passed**

6. (2.5) Argyle Area Regeneration Study

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated August 10, 2020 entitled "Argyle Regeneration Study Update" BE RECEIVED for the purpose of providing Municipal Council with an update on the progress of the Argyle Regeneration Study; it being noted that City Planning staff will continue to work with the Argyle Business Improvement Area (BIA) and community stakeholders and groups, to provide support and education regarding the planning process and the framework for community regeneration and development.

**Motion Passed**

7. (2.7) Application - 1160 Wharnccliffe Road South (H-9217) (Relates to Bill No. 247)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Goldfield Ltd., relating to the property located at 1160 Wharnccliffe Road South, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R4 Special Provision (h\*h-100\*h-104\*h-155\*R4-4(2)) Zone TO a Residential R4 Special Provision (R4-4(2)) Zone to remove the “h, h-100, h-104 and h-155” holding provisions.

**Motion Passed**

8. (2.8) Application - 6990 Clayton Walk (H-9054) (Relates to Bill No. 248)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd. (York Developments), relating to the property located at 6990 Clayton Walk, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6 Special Provision (h\*h-100\*h-198\*R6-5(44)) Zone TO a Residential R6

Special Provision (R6-5(44)) Zone to remove the “h, h-100 and h-198)” holding provisions.

**Motion Passed**

9. (2.9) Strategic Plan Progress Variance

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Development and Compliance Services, the staff report dated August 10, 2020 entitled "Strategic Plan Progress Variance" BE RECEIVED for information.

**Motion Passed**

10. (2.10) Building Division Monthly Report for June 2020

Motion made by: M. Cassidy

That the Building Division Monthly Report for the month of June, 2020 BE RECEIVED for information. (2020-A23)

**Motion Passed**

11. (2.6) Protected Major Transit Area Information Report (O-9208)

Motion made by: M. Cassidy

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application by The Corporation of the City of London relating to Protected Major Transit Station Areas (PMTSAs):

a) the staff report dated August 10, 2020 entitled "Protected Major Transit Station Areas Information Report" BE RECEIVED for information; and,

b) the above-noted report with draft PMTSA policies BE CIRCULATED to stakeholders and the general public for comments;

it being noted that an Official Plan Amendment to add PMTSA policies to the London Plan will be considered at a future public participation meeting of the Planning and Environment Committee.

**Motion Passed**

12. (3.1) Remove References to 1989 Official Plan form Zoning By-law Z.-1 (Z-8909)

Motion made by: M. Cassidy

That consideration of removing references to the 1989 Official Plan from Zoning By-law No. Z.-1 BE POSTPONED to a public participation meeting at the September 8, 2020 Planning and Environment Committee meeting;

it being pointed out that at the public participation meeting associated with these matters, the individual indicated on the

~~attached~~ public participation meeting record made an oral submission regarding these matters.

**Motion Passed**

13. (3.2) 3635 Southbridge Avenue - Draft Plan of Vacant Land Condominium 39CD-20506

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3635 Southbridge Avenue:

- a) the Approval Authority BE ADVISED that no the issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3635 Southbridge Avenue; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3635 Southbridge Avenue;

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

**Motion Passed**

14. (3.3) 3575 Southbridge Avenue - Draft Plan of Vacant Land Condominium 39CD-20507

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 3575 Southbridge Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 3575 Southbridge Avenue; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 3575 Southbridge Avenue;

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

**Motion Passed**

16. (3.5) Draft Plan of Vacant Land Condominium - 965 Upperpoint Avenue 39CD-20508

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 965 Upperpoint Avenue:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 965 Upperpoint Avenue; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 965 Upperpoint Avenue;

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

**Motion Passed**

18. (4.1) Request for Council Resolution, under section 45(1.4) of the Planning Act. R.SO. 1990 c.P.13 - 745-747 Waterloo Street

Motion made by: M. Cassidy

That, the following actions be taken with respect to the property located at 745-747 Waterloo Street:

a) on the recommendation of the City Clerk, the report dated August 10, 2020 and entitled "Request for Council Resolution, under section 45(1.4) of the Planning Act, 1990, c. P.13 - 745 - 747 Waterloo Street" BE RECEIVED for information; and,

b) the request to accept a Minor Variance application relating to the property located at 745-747 Waterloo Street BE DENIED;

it being noted that the Planning and Environment Committee heard a verbal delegation from M. Doornbosch, Brock Development Group, with respect to this matter.

**Motion Passed**

19. (4.2) Request to Waive Fees for City Wide Planning Application

Motion made by: M. Cassidy

The Civic Administration BE DIRECTED to initiate the requested City-wide application on behalf of the London Food Bank, with respect to the removal of barriers to growing food; it being noted that the Planning and Environment Committee reviewed and received a communication dated July 30, 2020, with respect to this matter. (2020-D09)



**Motion Passed**

15. (3.4) Application - 221 Queens Avenue (Relates to Bill No. 249)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Planning and City Planner, based on the application by Sifton Properties Limited, relating to the property located at 221 Queens Avenue, the proposed by-law appended to the staff report dated August 10, 2020 BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to extend the Temporary Use (T-69) Zone for a period not exceeding three (3) years;

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

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

- the proposed amendment is consistent with the PPS, 2020 in that it ensures that sufficient parking is provided in the Downtown which promotes economic development by supporting existing economic activities and businesses that currently rely on this parking supply for workers;
- the proposed amendment conforms to the 1989 Official Plan, including but not limited to section 4.1.10 which supports the provision of adequate and well-located off-street parking facilities that are sufficient to meet the demand generated by existing and proposed land uses in the Downtown; and,
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Downtown Place Type and the Temporary Use Provisions policies of the London Plan.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, A. Kayabaga, and S. Hillier  
Nays: (2): S. Turner, and E. Peloza

**Motion Passed (13 to 2)**

17. (3.6) Application - 2040 River Road (Z-9133) (Relates to Bill No. 250)

At 6:03 PM Deputy Mayor J. Helmer places Councillor S. Lehman in the Chair and takes a seat at the Council Board.

At 6:06 PM, Deputy Mayor J. Helmer resumes the Chair and Councillor S. Lehman takes his seat at the Council Board.

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Global Waste Disposal London Ltd, relating to the property located at 2040 River Road:

- a) the proposed, revised, ~~attached~~-by-law BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding

General Industrial (h\*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone TO an Open Space Special Provision (OS5(\_)) and a holding Light Industrial Special Provision/General Industrial Special Provision (h-47\*LI6(\_)/GI2(\_)) Zone; and,

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a holding General Industrial (h\*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone TO a Light Industrial/General Industrial Special Provision (LI6/GI2(\_)) Zone, BE REFUSED as there is inadequate protection for the long-term preservation of the area of re-naturalization, and an Open Space Special Provision (OS5(\_)) Zone is appropriate to clearly delineate the area to be protected and ensure the undisturbed future viability of this re-naturalized area;

it being noted that the following site plan matter was raised during the application review process: to restore an area of disrupted natural heritage feature with an accepted restoration plan;

it being further noted that the Planning and Environment Committee reviewed and received a communication dated July 29, 2020 from T. Annett, Manager, Environmental Planning and Regulations, Upper Thames River Conservation Authority, with respect to this matter;

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

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

- the proposed new use of the site is consistent with the Provincial Policy Statement 2020, as it maintains the function and economic contribution of the employment lands and restores a natural heritage area;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to the policies of the Heavy Industrial Place Type;
- the proposed industrial use is appropriate for the subject site and conforms to the in-force policies of the 1989 Official Plan including but not limited to the General Industrial policies of Chapter 7;
- the recommended amendment will ensure the continued operation and viability of the industrial area for current and future uses; and,
- the enhancement and restoration area to be zoned for the long-term protection of the feature conforms to the in-force policies of the 1989 Official Plan including but not limited to Chapter 15, and the in-force and effect policies of The London Plan including, but not limited to the Environmental Policies. (2020-D13)

Motion made by: P. Van Meerbergen  
Seconded by: S. Lewis

That the application for 2040 River Road (Z-9133) BE REFERRED back to the Civic Administration for additional work and review, and further information to be provided to the Planning and Environment Committee.

Yeas: (3): Mayor E. Holder, P. Squire, and P. Van Meerbergen  
Nays: (12): M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy,  
J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, A.  
Kayabaga, and S. Hillier

**Motion Failed (3 to 12)**

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

That a fifteen minute recess BE APPROVED.

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

**Motion Passed (15 to 0)**

The Council recesses at 6:17 PM, and resumes at 6:34 PM with  
Deputy Mayor J. Helmer in the Chair and all Members present  
except Councillor M. Salih.

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

That Item 17, clause 3.6 BE AMENDED, by deleting part a), and  
replacing with the following new part a):

"a) the proposed, revised, attached by-law BE INTRODUCED at  
the Municipal Council meeting to be held on August 25, 2020, to  
amend Zoning By-law No. A-1 (in conformity with the Official Plan),  
to change the zoning of the subject property FROM a holding  
General Industrial (h\*G12) Zone and a Light Industrial/General  
Industrial (L16/G12) Zond TO an Open Space Special Provision  
(OS5(\_)) and a holding Light Industrial Special Provision/General  
Industrial Special Provision (h-47\*L16(\_)/G12(\_)) Zone;

it being noted that the following was added to the above noted  
revised by-law at the end of the Definition for "Waste Transfer  
Station and Recycling Depot" in part 2) a) i), "and includes a  
construction and demolition recycling facility, and a specialized  
recycling facility but does not include any other organic wastes." of  
the revised, attached by-law

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy,  
P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen,  
S. Turner, E. Pelozza, A. Kayabaga, and S. Hillier  
Nays: (1): J. Helmer  
Absent: (1): M. Salih

**Motion Passed (13 to 1)**

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

Item 17, clause 3.6, as amended BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): M. Salih

**Motion Passed (13 to 1)**

Clause 3.6, as amended, reads as follows:

Clause 3.6, as amended, reads as follows:

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Global Waste Disposal London Ltd, relating to the property located at 2040 River Road:

a) the proposed, revised, attached by-law BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020, to amend Zoning By-law No. A-1 (in conformity with the Official Plan), to change the zoning of the subject property FROM a holding General Industrial (h\*G12) Zone and a Light Industrial/General Industrial (L16/G12) Zone TO an Open Space Special Provision (OS5(\_)) and a holding Light Industrial Special Provision/General Industrial Special Provision (h-47\*L16(\_)/G12(\_)) Zone; it being noted that the following was added to the above noted revised by-law at the end of the Definition for "Waste Transfer Station and Recycling Depot" in part 2) a) i), "and includes a construction and demolition recycling facility, and a specialized recycling facility but does not include any other organic wastes." of the revised, attached By-law;

b) the request to amend Zoning By-law No. Z.-1 to change the zoning of the subject property FROM a holding General Industrial (h\*G12) Zone and a Light Industrial/General Industrial (L16/G12) Zone TO a Light Industrial/General Industrial Special Provision (L16/G12(\_)) Zone, BE REFUSED as there is inadequate protection for the long-term preservation of the area of re-naturalization, and an Open Space Special Provision (OS5(\_)) Zone is appropriate to clearly delineate the area to be protected and ensure the undisturbed future viability of this re-naturalized area;

it being noted that the following site plan matter was raised during the application review process: to restore an area of disrupted natural heritage feature with an accepted restoration plan;

it being further noted that the Planning and Environment Committee reviewed and received a communication dated July 29, 2020 from T. Annett, Manager, Environmental Planning and Regulations, Upper Thames River Conservation Authority, with respect to this matter;

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

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

- the proposed new use of the site is consistent with the Provincial Policy Statement 2020, as it maintains the function and economic contribution of the employment lands and restores a natural heritage area;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to the policies of the

Heavy Industrial Place Type;

- the proposed industrial use is appropriate for the subject site and conforms to the in-force policies of the 1989 Official Plan including but not limited to the General Industrial policies of Chapter 7;
- the recommended amendment will ensure the continued operation and viability of the industrial area for current and future uses; and,
- the enhancement and restoration area to be zoned for the long-term protection of the feature conforms to the in-force policies of the 1989 Official Plan including but not limited to Chapter 15, and the in-force and effect policies of The London Plan including, but not limited to the Environmental Policies. (2020-D13)

20. (4.3) Sidewalk Installation - Silverleaf Community Request

At 6:50 PM, Councillor M. Salih enters the meeting.

Motion made by: M. Cassidy

That the following actions be taken with respect to the communication from “The Silverleaf Community” and subsequent request for delegation from the “Residents of Silverleaf” with respect to safety concerns related to Silverleaf Chase and Silver Creek streets:

- a) the Civic Administration BE DIRECTED to review the concerns outlined in the above-noted communication regarding “safety, road mobility, unfettered access to roads by residents and clear access for service, transportation and emergency vehicles” and to report back addressing the concerns raised;
- b) the request for delegation BE GRANTED for a representative of the “Residents of Silverleaf” to speak at a future meeting of the Planning and Environment Committee when the staff report noted in a) above is brought forward for consideration; and,
- c) the communications and the delegation request from the residents of Silverleaf community BE RECEIVED. (2020-T04)

Motion made by: M. Cassidy

Motion to approve Parts a) and c):

That the following actions be taken with respect to the communication from “The Silverleaf Community” and subsequent request for delegation from the “Residents of Silverleaf” with respect to safety concerns related to Silverleaf Chase and Silver Creek streets:

- a) the Civic Administration BE DIRECTED to review the concerns outlined in the above-noted communication regarding “safety, road mobility, unfettered access to roads by residents and clear access for service, transportation and emergency vehicles” and to report back addressing the concerns raised;
- c) the communications and the delegation request from the residents of Silverleaf community BE RECEIVED. (2020-T04)

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

**Motion Passed (15 to 0)**

Motion made by: M. Cassidy

Motion to approve Part b):

b) the request for delegation BE GRANTED for a representative of the "Residents of Silverleaf" to speak at a future meeting of the Planning and Environment Committee when the staff report noted in a) above is brought forward for consideration; and,

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, and S. Hillier

Nays: (3): S. Turner, E. Pelozo, and A. Kayabaga

**Motion Passed (12 to 3)**

8.3 9th Report of the Community and Protective Services Committee

At 7:17 PM, Councillor M. Salih leaves the meeting.

Motion made by: S. Lewis

That the 9th Report of the Community and Protective Services Committee BE APPROVED, excluding Item 5, clause 2.1.

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

Absent: (1): M. Salih

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.2) Contract Award Recommendations for Skills Advance Ontario (SAO) - Employment Services for the Manufacturing Sector in London (Relates to Bill No. 236)

Motion made by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, the following actions be taken with respect to the contract award recommendations for SkillsAdvance Ontario (SAO) for employment services for the manufacturing sector in London:

a) the Request for Proposal 20-46 BE AWARDED to Fanshawe College of Applied Arts and Technology for a total funding amount of \$334,141.84 (excluding applicable taxes), for the pilot project contract term of seven (7) months: it being noted that the proposal submitted by the successful proponent meets the City's requirements and is in compliance with the City's Procurement of Goods and Services Policy;

b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London entering into a SkillsAdvance Ontario (SAO) Service Provider Contract with Fanshawe College of Applied Arts and Technology and having a Purchasing Order (PO) relating to the subject matter of this approval;

c) the proposed by-law, as appended to the staff report dated August 12, 2020, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020, to:

i) authorize and approve the revised template SkillsAdvance Ontario (SAO) Service Provider Contract, as appended to the above-noted by-law, between The Corporation of the City of London and a Service Provider;

ii) delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, or their written delegate, the power to insert the details of the Contract, including the name of the Service Provider and dates into the above-noted Contract and execute the above-noted Contract; and,

iii) delegate to the Managing Director, Housing, Social Services and Dearness Home, and the Acting Managing Director, Housing, Social Services and Dearness Home, the power to approve and execute any further Amendments to the above-noted Contract if the Amendments are consistent with the requirements in the Contract, and do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London; and,

d) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with this project. (2020-S12)

**Motion Passed**

3. (2.3) Strategic Plan Progress Variance

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the Managing Director of Neighbourhood, Children and Fire Services, and the Acting Managing Director, Housing, Social Services and Dearness Home, the staff report dated August 12, 2020, with respect to the Strategic Plan Progress Variance BE RECEIVED. (2020-C08)

**Motion Passed**

4. (2.4) Capital Repair and Improvement Program - Approval of Loan Agreement (Relates to Bill No. 237)

Motion made by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the proposed by-law, as appended to the staff report dated August 12, 2020, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020, to:

a) approve the Capital Repair and Improvement Loan Agreement, as appended to the above-noted by-law, and

satisfactory to the City Solicitor, between The Corporation of the City of London and eligible housing providers; and,

b) authorize the Acting Managing Director, Housing, Social Services and Dearness Home or designate, to execute the above-noted Capital Repair and Improvement Loan Agreement. (2020-F11A)

**Motion Passed**

6. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List for the Community and Protective Services Committee, as at July 31, 2020, BE RECEIVED.

**Motion Passed**

5. (2.1) Single Source Procurement - Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations

Motion made by: S. Lewis

That consideration of the single source procurement of a vehicle exhaust capture system in City of London fire stations BE REFERRED to the next meeting of the Community and Protective Services Committee, to be held September 9, 2020, in order for staff to investigate additional options. (2020-V08)

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

**Motion Failed (0 to 14)**

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

That, on the recommendation of the Managing Director of Neighbourhood, Children and Fire Services the following actions be taken with respect to Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations:

a) in accordance with sections 14.4 d. of the Procurement of Good and Services Policy, the Civic Administration BE AUTHORIZED to enter into negotiations with Nederman Holding AB, Sydhamngatan 2, SE-251 06 Helsingborg, Sweden for pricing for a single source contract for three (3) years, with the option to renew for an additional two (2) years, for the provision of Vehicle Exhaust Capture Systems (VECS) I in all City of London Fire Department fire stations;

b) the approval a) above, BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions and entering into a contract with Nederman Holding AB to the satisfaction of the City Treasurer to provide Vehicle Exhaust Capture Systems (VECS) in City of London Fire Stations; and,



c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection the authorization set out in parts a) and b) above.;

it being noted that funding for this project is contained in the approved lifecycle renewal budget for Fire Services.

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

**Motion Passed (14 to 0)**

8.4 13th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 13th Report of the Corporate Services Committee BE APPROVED, excluding Item 7, clause 4.1.

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

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Kayabaga

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Lorne Avenue Public School Redevelopment Summary

Motion made by: A. Kayabaga

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated August 10, 2020 entitled "Lorne Avenue Public School Redevelopment Summary" BE RECEIVED.

**Motion Passed**

3. (2.2) Strategic Plan Progress Variance

Motion made by: A. Kayabaga

That, on the recommendation of the City Manager and the Managing Director of Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated August 10, 2020 on the Strategic Plan Progress Variance BE RECEIVED for information.

**Motion Passed**

4. (2.3) Declare Surplus and Transfer - Part of Purser Street

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, the following actions be taken with respect to the closed portion of road publicly described as Purser Street, located north of Benjamin Drive, more specifically shown as Part 6 and Part 7, Reference Plan 33R-17289, containing an area of approximately 5,685 square feet (528.2 square metres) together with the reserve being Block 60 on Plan 33M-443:

- a) the above-noted subject property BE DECLARED surplus; and
- b) the subject property BE TRANSFERRED to Drewlo Holdings Inc.

**Motion Passed**

5. (2.4) Consent for Name Registration - Middlesex London Paramedic Service

Motion made by: A. Kayabaga

That, on the recommendation of the City Clerk, the Mayor and the City Clerk BE AUTHORIZED to execute the consent for registration of "Middlesex London Paramedic Service" under the Business Names Act, R.S.O. 1990, c. B17, as appended to the staff report dated August 10, 2020.

**Motion Passed**

6. (3.1) Council Procedure By-law (Relates to Bill No.'s 234 and 238)

Motion made by: A. Kayabaga

That, on the recommendation of the City Clerk, the following actions be taken with respect to Council Procedure By-law:

- a) the proposed by-law appended to the staff report dated August 10, 2020 as Appendix "A" being "A by-law to amend By-law A-50, as amended, being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to facilitate Members of Council electronic participation in meetings and to amend the Terms of Reference from the Strategic Priorities and Policy Committee to include "anti-racism, diversity, inclusion and anti-oppression" in the Committee's mandate, BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020; and
- b) subject to the approval of a) above, the proposed by-law appended to the staff report dated August 10, 2020 as Appendix "B" being a by-law to enact a Council Policy entitled "Electronic Participation of Council Members at Council and Standing Committee meetings" BE INTRODUCED at the Municipal Council meeting to be held on August 25, 2020;

it being noted that no individuals spoke at the Public Participation Meeting held with respect to this matter.

**Motion Passed**

8. (4.2) Application - Issuance of Proclamation - Terry Fox Run London

Motion made by: A. Kayabaga

That based on the application dated July 7, 2020, from Terry Fox Run London, the week of September 13 - 20, 2020 BE PROCLAIMED as Terry Fox Week.

**Motion Passed**

9. (4.3) Application - Issuance of Proclamation - World Patient Safety Day

Motion made by: A. Kayabaga

That based on the application dated July 28, 2020, from Patients for Patient Safety Canada, the day of September 17, 2020 BE PROCLAIMED as World Patient Safety Day.

**Motion Passed**

10. (4.4) Application - Issuance of Proclamation - Mitochondrial Disease Awareness Week

Motion made by: A. Kayabaga

That based on the application dated July 30, 2020, from MitoCanada, the week of September 13 - 19, 2020 BE PROCLAIMED as Mitochondrial Disease Awareness Week.

**Motion Passed**

11. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: A. Kayabaga

That the Corporate Services Committee Deferred Matters List, as of July 31, 2020 BE RECEIVED.

**Motion Passed**

7. (4.1) Representation on the Municipal Service Board for the Provision of Land Ambulance Services

Motion made by: A. Kayabaga

That the following actions be taken with respect to the Middlesex-London Service Board for the Provision of Land Ambulance:

a) the County of Middlesex BE REQUESTED to provide for a voting representative of the City of London Council, on the Municipal Service Board for the Provision of Land Ambulance Services, Middlesex-London; and,

b) the City of London Council indicate at its meeting to be held on August 25, 2020, a candidate for the above-noted representative;

it being noted that the Corporate Services Committee received a communication dated July 17, 2020 from C. Burghardt-Jesson, Warden, Middlesex County with respect to the request from the City of London for parity on the MLPS Authority Board.

**Amendment:**

Motion made by: J. Morgan

Seconded by: M. van Holst

That Item 7, clause 4.1, part b) BE AMENDED to read as follows:

b) Councillor S. Turner BE APPOINTED to the above-noted voting representative position for the City of London;

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

**Motion Passed (14 to 0)**

Motion made by: A. Kayabaga

Seconded by: E. Pelozo

That Clause 4.1, as amended, BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): A. Hopkins  
Absent: (1): M. Salih

**Motion Passed (13 to 1)**

Clause 4.1, as amended, reads as follows:

That the following actions be taken with respect to the Middlesex-London Service Board for the Provision of Land Ambulance:

a) the County of Middlesex BE REQUESTED to provide for a voting representative of the City of London Council, on the Municipal Service Board for the Provision of Land Ambulance Services, Middlesex-London; and,

b) Councillor S. Turner BE APPOINTED to the above-noted voting representative position for the City of London;

it being noted that the Corporate Services Committee received a communication dated July 17, 2020 from C. Burghardt-Jesson, Warden, Middlesex County with respect to the request from the City of London for parity on the MLPS Authority Board.

8.5 15th Report of the Strategic Priorities and Policy Committee

Motion made by: P. Squire

That the 15th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 6, clause 4.2.

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

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) Municipal Accommodation Tax - Required Annual Report

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Parks and Recreation, Tourism's London annual report on the expenditure of Municipal Accommodation Tax revenues BE RECEIVED for information.

**Motion Passed**

3. (2.3) Strategic Plan Progress Variance

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Development and Compliance Services, the staff report on the Strategic Plan Progress Variance BE RECEIVED for information.

**Motion Passed**

4. (2.2) Climate Emergency Action Plan Update

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer and the Managing Director, Development and Compliance Services and Chief Building Official, the staff report dated August 11, 2020 with respect to the City's Climate Emergency Action Plan BE RECEIVED for information.

**Motion Passed**

5. (4.1) Request for Third Term Appointment to the Greater London International Airport Authority Board of Directors

Motion made by: P. Squire

That Bill Graham BE APPOINTED for a third and final term to the Greater London International Airport Authority Board of Directors for the term ending July 31, 2023; it being noted that the Strategic Priorities and Policy Committee received a communication dated July 10, 2020 from Michelle T. Faysal, Chair, Board of Directors, Greater London International Airport Authority with respect to this matter.

**Motion Passed**

7. (5.1) Confirmation of Appointment to the Middlesex-London Food Policy Council

Motion made by: P. Squire

That Councillor M. van Holst BE APPOINTED to the Middlesex-London Food Policy Council for the term ending November 15, 2022.

**Motion Passed**

6. (4.2) London Community Grants Program Allocations

At 7:40 PM, Councillor M. Salih enters the meeting.

At 8:03 PM, Deputy Mayor J. Helmer places Councillor S. Lewis in the Chair and takes a seat at the Council Board.

At 8:06 PM, Deputy Mayor J. Helmer resumes the Chair and Councillor S. Lewis takes his seat at the Council Board.

Motion made by: P. Squire

That the following actions be taken with respect to the London Community Grants Program, related Council Policy and funding allocation:

a) for the Multi-Year Funding Allocation for the period 2024-2027, the Civic Administration BE DIRECTED to provide for a minimum of 25% (\$500,000) of the total funding available to be allocated to applications whose proposals would support anti-Black racism, anti-Indigenous racism, anti-oppression, diversity, inclusion and equity; it being noted that if no applications are received that would support these initiatives, the funding may be allocated to those applications that meet the "London Community Grants Program Policy";

b) the Civic Administration BE DIRECTED to bring forward any necessary amendments to the "London Community Grants Policy" to implement a) above and to provide for applications that support the initiatives listed in a) above, to be eligible under the annual Innovation and Capital Funding Stream allocations; it being noted that such applications would be subject the community panel review process as provided for in the Policy; and,

c) the Civic Administration BE DIRECTED to remove any barriers that racialized and marginalized groups may face applying to the London Community Grants Program

Motion made by: P. Squire

Motion to approve part a):

That the following actions be taken with respect to the London Community Grants Program, related Council Policy and funding allocation:

a) for the Multi-Year Funding Allocation for the period 2024-2027, the Civic Administration BE DIRECTED to provide for a minimum of 25% (\$500,000) of the total funding available to be

allocated to applications whose proposals would support anti-Black racism, anti-Indigenous racism, anti-oppression, diversity, inclusion and equity; it being noted that if no applications are received that would support these initiatives, the funding may be allocated to those applications that meet the “London Community Grants Program Policy”;

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

**Motion Passed (14 to 1)**

Motion to approve parts b) and c):

b) the Civic Administration BE DIRECTED to bring forward any necessary amendments to the “London Community Grants Policy” to implement a) above and to provide for applications that support the initiatives listed in a) above, to be eligible under the annual Innovation and Capital Funding Stream allocations; it being noted that such applications would be subject the community panel review process as provided for in the Policy; and,

c) the Civic Administration BE DIRECTED to remove any barriers that racialized and marginalized groups may face applying to the London Community Grants Program

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

**Motion Passed (15 to 0)**

**10. Deferred Matters**

None.

**11. Enquiries**

Councillor M. van Holst inquires with respect to the restructuring report for London Hydro. The City Manager advised that the report is on track to be submitted to committee in October 2020.

**12. Emergent Motions**

None.

**13. By-laws**

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

That Introduction and First Reading of Bill No.’s 234 to 249, inclusive, BE APPROVED.

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

**Motion Passed (15 to 0)**

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

That Second Reading of Bill No.'s 234 to 249, inclusive, BE APPROVED.

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

**Motion Passed (14 to 0)**

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

That Third Reading and Enactment of Bill No.'s 234 to 249, inclusive, BE APPROVED.

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

**Motion Passed (14 to 0)**

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

That Introduction and First Reading of revised Bill No. 250 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): M. Salih

**Motion Passed (13 to 1)**

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

That Second Reading of revised Bill No. 250 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): M. Salih

**Motion Passed (13 to 1)**

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

That Third Reading and Enactment of revised Bill No. 250 BE APPROVED.

Yeas: (13): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier  
Nays: (1): P. Van Meerbergen  
Absent: (1): M. Salih



**4. Council, In Closed Session**

At 8:15 PM, Councillor M. Salih leaves the meeting.

Motion made by: S. Lehman

Seconded by: M. van Holst

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

**4.1. Personal Matters / Identifiable Individual**

A matter pertaining to personal matters about an identifiable individual, including municipal or local board employees, with respect to the Awarding of the 2020 Queen Elizabeth Scholarships. (6.1/9/CPSC)

**4.2. Solicitor-Client Privilege / Litigation / Potential Litigation**

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose, litigation and potential litigation and directions and instructions to officers and employees or agents of the municipality with respect to the construction contract and construction of the East Lions Community Centre. (6.2/9/CPSC)

**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. (6.1/13/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. (6.2/13/CSC)

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

**4.6 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice**

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.4/13/CSC)

**4.7 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice**

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's associations or unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.5/13/CSC)

#### 4.8 Solicitor-Client Privileged Advice

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.6/13/CSC)

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

Absent: (1): M. Salih

### **Motion Passed (14 to 0)**

The Council convenes, In Closed Session, at 8:18 PM with Deputy Mayor J. Helmer in the Chair and all Members present except Councillor M. Salih.

At 8:50 PM Mayor E. Holder leaves the meeting.

At 8:52 PM Mayor E. Holder enters the meeting.

At 9:14 PM the Council resumes in public session with Deputy Mayor J. Helmer in the Chair and all Members present except Councillors M. Salih, S. Turner and A. Kayabaga.

## **9. Added Reports**

### 9.1 13th Report of Council in Closed Session

Motion made by: Mayor E. Holder

Seconded by: A. Hopkins

1. Offer to Purchase – Industrial Land – 2311643 Ontario Inc. – Innovation Park, Phase I and II

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, on the advice of the Manager of Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase I and II, containing an area of approximately 8 acres, located on the west side of Innovation Drive, and being composed of Firstly: Part of Block 3 in Plan 33M-544 and more specifically shown as Part 4 and Part 5 in 33R-20743 and being part of PIN 08197-0292 and Secondly: Part of Block 17 in Plan 33M-544 and more specifically shown as Part 6 in Plan 33R-20743 being Part of PIN 08197-0125 and Thirdly: Part of Concept Drive (as closed by By-Law No. S-5696-7 registered as Ins. ER963777) in Plan 33M-544 and more specifically shown as Part 18 in Plan 33R-20743 and being Part of PIN 08197-0134 and Fourthly: Part of Block 16 in 33M-544 and shown more specifically as Part 10 in Plan 33R-20743 and being part of PIN 08197-0124 and Fifthly: Part of Block 1 in Plan 33M-592 and shown more specifically as Part 17 in Plan 33R-20743 and being part of PIN 08197-0143 and Sixthly: Part of Block 1 in Plan 33M-592 being part of PIN 08197-0143, the Agreement of Purchase and Sale (the "Agreement" attached as Appendix "B") submitted by 2311643 Ontario Inc. (the "Purchaser") to purchase eight (8) acres of the subject property from the City, at a purchase price of \$560,000.00, (reflecting a sale price of \$70,000.00 per acre), BE ACCEPTED subject to the following conditions:

- a) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to examine title at the Purchaser's own expense;
- b) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require;
- c) the Purchaser be allowed ninety (90) days from the date of acceptance of this Agreement to conduct environmental inspections and investigations of the property;
- d) the Purchaser satisfying itself, within ninety (90) days from the acceptance, of the geotechnical condition of the property;
- e) the City agreeing to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the property; and
- f) the City shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farmland Lease Agreement with the farm tenant.

## 2. Property Disposition – Request for Proposal 20-02723 – Lorne Avenue Development

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, City Planning and City Planner, on the advice of the Manager of Realty Services, with respect to the subject City-owned property being part of 723 Lorne Avenue, further described as Parts 2, 3, and 4, Reference Plan 33R-20314, containing an area of approximately 1.83 acres, the Request for Proposal 20-02 (RFP20-02) to Habitat for Humanity, under the corporate name Habitat for Humanity Heartland Ontario Inc., and the offer submitted by Habitat for Humanity Heartland Ontario Inc. (the "Purchaser") to purchase the subject property from the City, for the sum of \$595,000.00, BE ACCEPTED subject to the following conditions:

- a) the Purchaser acknowledges that the property is being purchased on an "as-is" basis;
- b) the Purchaser shall be allowed until February 19, 2021 to examine the title to the property;
- c) the Purchaser shall have a period of 180 days from the date of acceptance of this offer to satisfy itself in its absolute discretion as to the geotechnical, soil and environmental condition of the property;
- d) the Purchaser agrees to accept the title to the property subject to any easements in favour of utilities required to supply services including gas, telephone, water, steam energy, storm and sanitary sewers and any other easements registered on title;
- e) this offer shall be completed by no later than 4:00 p.m. on March 19, 2021;
- f) the City agreeing to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the public road as referenced in Provision 9 of the offer;
- g) the Purchaser acknowledges that prior to the issuance of a development agreement, the Purchaser shall be subject to plan of subdivision and permitting process which may include but not be limited to an approval for the location of entrance(s) to the site, granting municipal easements, verifying servicing requirements, obtaining approvals and satisfying requirements with respect to height and density restrictions, zoning, and obtaining, if necessary, any permits or agreements required

from the Upper Thames River Conservation Authority (UTRCA) and any other approvals deemed necessary by the City; and

h) the Purchaser shall be responsible for obtaining all building permits, at the Purchaser's expense, within 18 months from the closing date. The subject site is to be completely developed (the "Development Project") within 60 months from closing date;

it being noted that proceeds from this sale will be allocated to replenish the Land Acquisition Reserve Fund in the amount of \$325,397 and the remaining proceeds from this sale will be allocated to the Operating Budget Contingency Reserve which served as a source of funding for the school demolition.

### 3. Property Acquisition – Settlement Agreement – 100 Stanley Street – Wharncliffe Road South Improvements Project

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Roads and Transportation and the Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the following actions be taken with respect to the property located at 100 Stanley Street, further described as Part of Lots 17 and 18, Plan 427(4th) in the City of London, County of Middlesex, described as Parts 1 and 2 on Expropriation Plan ER1291120, subject to a right of way over Part 2 on Plan ER1291120, being all of PIN 08324-0002(LT), as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Wharncliffe Road South Improvements Project:

a) the Settlement Agreement submitted by Nancy Ellen Duff Finlayson, as full and final compensation, including the City of London's Section 25 Offer of Compensation, market value of the land, disturbance damages and statutory interest, for the expropriation of the entire subject property located at 100 Stanley Street, for the sum of \$500,000.00, BE ACCEPTED, subject to the additional conditions as outlined in the Settlement Agreement attached as Appendix "E", summarized as follows:

i) the City agrees pay to the Owner disturbance damages in the amount of \$7,500.00 pursuant to Section 13 of the Expropriations Act. This disturbance damage in the amount of \$7,500.00 is conditional on the Owner providing vacant possession no later than November 1, 2020;

ii) in accordance with Section 18 of the Expropriations Act, the City shall pay to the Owner an allowance of 5 per cent of the compensation payable in respect of the market value of the lands, reflecting an amount of \$25,000.00 for disturbance, including moving expenses and other costs to relocate to a suitable replacement property;

iii) the City agreeing to pay the Owner's reasonable legal, appraisal costs, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

iv) the City agreeing to pay compensation to the Owner for any bonus legally payable and for any loss incurred by reason of a difference in interest rates, pertaining to the existing mortgage;

v) the City agreeing to pay to the Owner reasonable legal and other non-recoverable expenditures incurred by the Owner in acquiring a similar replacement property, providing a claim is made within one and one half years of the date of possession;

vi) a Right of First Refusal in favour of the Owner, if the dwelling is relocated by the City and the City offers the relocated dwelling for sale to a third party. The City agrees to give the Owner thirty (30) calendar days to match the offer from a third party for the relocated dwelling on the same

terms and conditions as were offered by the third party. If the Owner does not accept the offer within the thirty (30) calendar day period, the City shall be free to accept the third party offer and complete the transaction;

vii) if the City does not relocate the dwelling for any reason, the Owner shall have the opportunity to remove and salvage those articles set out in Schedule "C", of the Settlement Agreement subject to such terms and conditions as may be specified by Council and subject to any terms and conditions of any requirements under the Ontario Heritage Act, RSO 1990, Chapter O.18, relating to the cultural heritage value or interest of the property. The Purchaser shall allow the Owner a maximum of sixty (60) calendar days to remove any those items set out in Schedule "C" in the Settlement Agreement, at the sole expense of the Owner, provided such items meet the terms and conditions, if any, specified by Council;

viii) if the City does not proceed with the Wharncliffe Road South Improvements Project, in whole or in part for any reason, and such action results in the dwelling not being required to be relocated or to be removed, the Parties agree that the City shall give the Owner thirty (30) calendar days to decide on whether to repurchase the dwelling for the same consideration set out in this Offer. Upon the expiry of the thirty (30) calendar days the City shall be at liberty to sell the dwelling to a third party; and

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

#### 4. Execution of Collective Agreement for Unifor Local 302 – July 1, 2019 to June 30, 2022

That, on the recommendation of the Director, People Services, with the concurrence of the City Manager, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2019 to 2022, appended as Schedule "C" to the staff report dated August 10, 2020, pursuant to the Memorandum of Agreement dated September 11, 2019 (Schedule "A"), and incorporating the "Agreed To Items" dated July 16 and 17, 2019 and September 11, 2019 (Schedules "A" and "B"), between The Corporation of the City of London and Unifor Local 302.

#### 6. Awarding of the 2020 Queen Elizabeth Scholarships

That, on the recommendation of the City Clerk and in recognition of achieving the highest scholastic achievement in their graduating year, the following students BE AWARDED the 2020 Queen Elizabeth Scholarships, in the amounts shown:

Mohammed Goha Saunders Secondary School 99.50% \$2,000  
Lily Spoozak Catholic Central High School 99.33% \$2,000

Motion made by: J. Morgan  
Seconded by: S. Lehman

#### 5. Execution of Collective Agreement for London Professional Fire Fighters Association – January 1, 2020 to December 31, 2024

That, as a procedural matter pursuant to Section 239 (6) of the *Municipal Act, 2001*, the following recommendation be forwarded to Council, In Closed Session, for the purpose of considering whether the recommendation should be forwarded to Council for deliberation and a vote in public session:

That, on the recommendation of the Director, People Services, and with the concurrence of the City Manager, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Mayor and the City Clerk to obtain the necessary authorization to execute the Collective Agreement for the years 2020 to 2024, appended as Schedule "B" to the staff report dated August 10, 2020, pursuant to the Memorandum of Agreement dated June 20, 2019 (Schedule "A"), between The Corporation of the City of London and the London Professional Fire Fighters Association (LPFFA).

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Recuse: (1): Mayor E. Holder

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (11 to 0)**

Motion made by: S. Lewis

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No. 233 and the Added Bill No.'s 251, 252 and 253, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (12 to 0)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Second Reading of Bill No. 233 and the Added Bill No.'s 251, 252 and 253, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (12 to 0)**

Motion made by: S. Lehman

Seconded by: S. Lewis

That Third Reading and Enactment of Bill No. 233 and the Added Bill No.'s 251, 252 and 253, BE APPROVED.

Yeas: (12): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (12 to 0)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Introduction and First Reading of Added Bill No. 254 BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Recuse: (1): Mayor E. Holder

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (11 to 0)**

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Second Reading of Added Bill No. 254 BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Recuse: (1): Mayor E. Holder

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (11 to 0)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Third Reading and Enactment of Added Bill No. 254 BE APPROVED.

Yeas: (11): M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, and S. Hillier

Recuse: (1): Mayor E. Holder

Absent: (3): M. Salih, S. Turner, and A. Kayabaga

**Motion Passed (11 to 0)**

#### **14. Adjournment**

The meeting adjourned at 9:29 PM.

Motion made by: A. Hopkins

Seconded by: J. Helmer

That the meeting adjourn at 9:29 PM.

**Motion Passed**

---

Ed Holder, Mayor

---

Catharine Saunders, City Clerk

Bill No. 250  
2020

By-law No. Z.-1-202867

A by-law to amend By-law No. Z.-1 to rezone  
an area of land located at 2040 River Road.

WHEREAS Global Waste Disposal London Ltd has applied to rezone an area of land located at 2040 River Road, as shown on the map attached to this by-law, as set out below;

AND WHEREAS this rezoning conforms to the Official Plan;

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

1. Schedule "A" to By-law No. Z.-1 is amended by changing the zoning applicable to lands located at 2040 River Road, as shown on the attached map comprising part of Key Map No. A113 from a holding General Industrial (h\*GI2) Zone and a Light Industrial/General Industrial (LI6/GI2) Zone to an Open Space Special Provision (OS5(15)) Zone and a Light Industrial Special Provision/General Industrial Special Provision (h-47\*LI6(23)/GI2(3)) Zone.

2. Section Number 36.4 of the Open Space Zone (OS5) Zone is amended by adding the following Special Provision:

- OS5(15)      2040 River Road
- a)      Regulations
- i)      No minimum lot frontage requirement
- ii)     No minimum lot area requirement

3. Section Number 40.4 of the Light Industrial (LI6) Zone is amended by adding the following Special Provision:

- LI6(23)              2040 River Road
- a)      Regulations
- i)      Rear and Interior Side Yard                      0m (0ft) Depth  
            abutting an Open Space  
            (OS5) Zone Variation  
            (Minimum)
- ii)     Lands within the Open Space (OS5) Zone Variation may be  
            used in the calculation for landscaped open space.

4. Section Number 41.4 of the General Industrial (GI2) Zone is amended by adding the following Special Provision:

- GI2(3)              2040 River Road
- a)      Additional Permitted Use
- i)      Waste Transfer Station and Recycling Depot
- ii)     Definition: "Waste Transfer Station and Recycling Depot"  
            means a type of waste disposal site as defined in the  
            Environmental Protection Act (EPA), for non-hazardous solid  
            wastes and liquids, including transferring, separation,  
            processing and recycling of such wastes, and includes a  
            construction and demolition recycling facility, and a  
            specialized recycling facility but does not include any other  
            organic wastes.



- b) Regulations
  - i) Frontage (Minimum) 30m (98.4ft)
  - ii) Open storage shall not be permitted in any required exterior side yard
  - iii) Front Yard Depth for open storage (Minimum) 20m (65.6ft)
  - iv) Rear and Interior Side Yard abutting an Open Space (OS5) Zone Variation (Minimum) 0m (0ft) Depth
  - v) Lands within the Open Space (OS5) Zone Variation may be used in the calculation for landscaped open space.

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

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

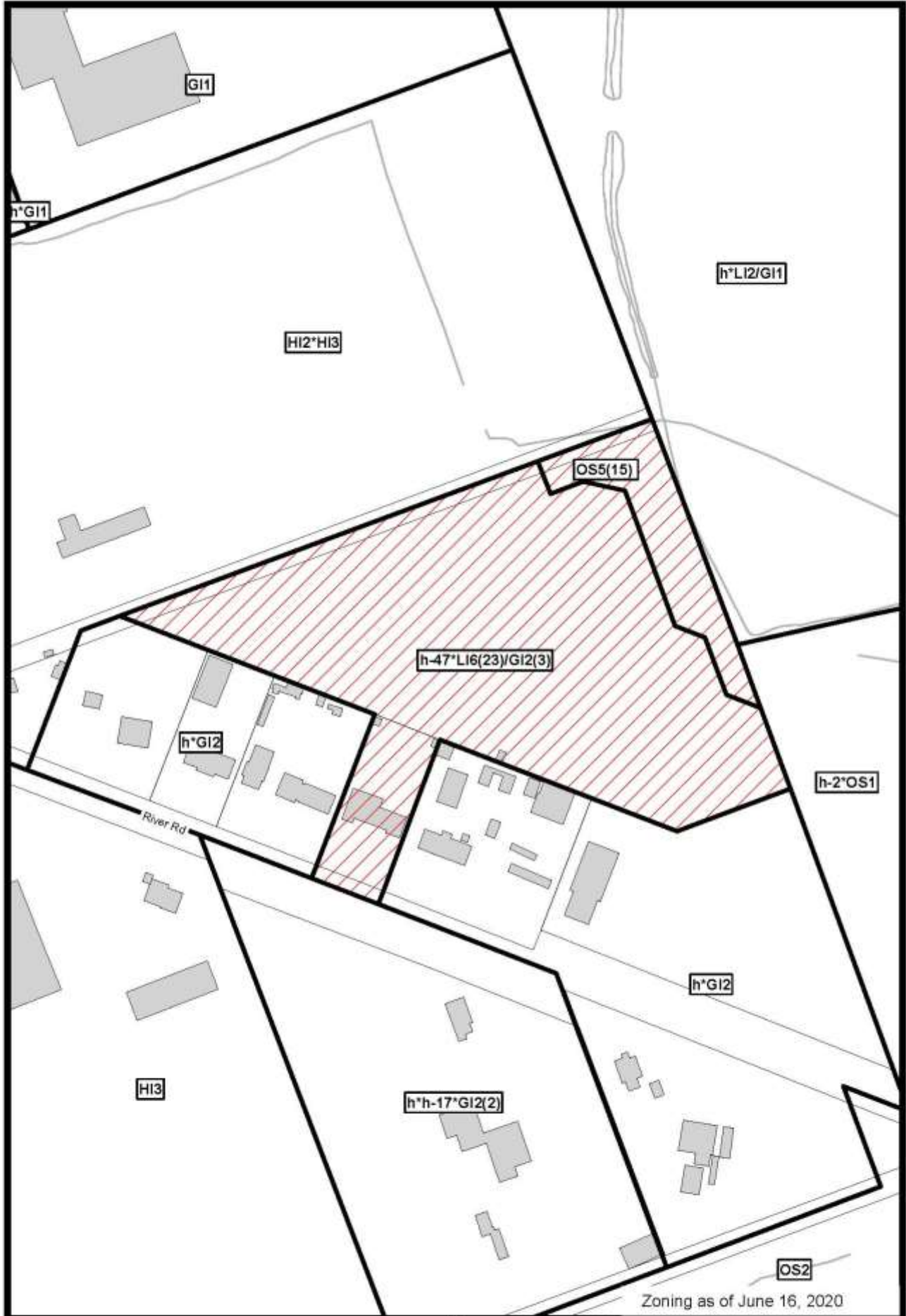
PASSED in Open Council on August 25, 2020.

Jesse Helmer  
Deputy Mayor

Barb Westlake-Power  
Deputy City Clerk

First Reading – August 25, 2020  
Second Reading – August 25, 2020  
Third Reading – August 25, 2020

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



File Number: Z-9133

Planner: SW

Date Prepared: 2020/07/10

Technician: RC

By-Law No: Z.-1-202867

SUBJECT SITE



1:2,000

0 10 20 40 60 80  
Meters



**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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**2311643 ONTARIO INC.**

Address: 27 Broadfield Drive, Etobicoke, Ontario, Canada M9C 1L4

hereinafter called the **PURCHASER**

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 and Phase II, in the City of London, in the County of Middlesex, in the City of London, in the County of Middlesex, containing approximately eight (8) acres, more or less subject to final survey, located on the west side of Innovation Drive, and being composed of **Firstly**: Part of Block 3 in Plan 33M-544 and more specifically shown as Part 4 and Part 5 in 33R-20743 and being part of PIN 08197-0292 and **Secondly**: Part of Block 17 in Plan 33M-544 and more specifically shown as Part 6 in Plan 33R-20743 being Part of PIN 08197-0125 and **Thirdly**: Part of Concept Drive (as closed by By-Law No. S-5696-7 registered as Ins. ER963777) in Plan 33M-544 and more specifically shown as Part 18 in Plan 33R-20743 and being Part of PIN 08197-0134 and **Fourthly**: Part of Block 16 in 33M-544 and shown more specifically as Part 10 in Plan 33R-20743 and being part of PIN 08197-0124 and **Fifthly**: Part of Block 1 in Plan 33M-592 and shown more specifically as Part 17 in Plan 33R-20743 and being part of PIN 08197-0143 and **Sixthly**: Part of Block 1 in Plan 33M-592 being part of PIN 08197-0143 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Five Hundred and Sixty Thousand Dollars** **(\$560,000.00)**  
of lawful money of Canada calculated at the rate of

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

The Purchaser submits  
**Fifty Six Thousand Dollars** **(\$56,000.00)**  
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees



## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 2

to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

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

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

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

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

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

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

12. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

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

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

**APPENDIX "B"**

**Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 3

15. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30<sup>th</sup> day of August, 2020, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this \_\_\_\_\_ day of Jul 27, 2020, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

Witness:

) 2311643 ONTARIO INC.

) Purchaser

)

)

)

) Leeanne Murray

) Leeanne Murray (Jul 27, 2020 12:07 EDT)

) Signature of Signing Officer

) Name: Leeanne Murray

) Title: Owner

) I have authority to bind the Corporation

**ACCEPTANCE**

The Vendor accepts the above Agreement.

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

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

**REALTOR:** Michael Yull, Vice President, Advisory & Brokerage Services  
Cushman and Wakefield Brokerage  
1 Prologis Boulevard, Suite 300  
Mississauga, ON L5W 0G2

**APPENDIX "B"**

**Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 4

**SCHEDULE "A"**

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

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

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

Industrial Park Name & Phase & Section:	Innovation Park, Phase I and II
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 3 in Plan 33M-Part of Block 17 in Plan 33M-544 Part of Concept Drive (as closed by By-Law No. S-5696-7 registered as Ins. ER963777) in Plan 33M-544, Part of Block 16 in 33M-544, Part of Block 1 in Plan 33M-592, Part of Block 1 in Plan 33M-59 (8 Acres)
Name, Address, Postal Code of Purchaser:	2311643 ONTARIO INC.
Local Company: Yes <u>No</u>	
Intended Use of Building - (Describe):	Fabric/Geotextile Conversion. Manufacturing of lawn, garden and safety construction products, ancillary office and warehouse use.
Major Industrial Classification of User:	Manufacturing
List of Products Manufactured/Handled:	Plastic fence for garden, snow and safety uses, including caution tape.
Number of Employees Anticipated:	50 (Full Time)
Number of Square Feet of Building Proposed:	60,000+ square feet
Number of Square Feet in Property Purchase:	348,480 square feet
Proposed Building Coverage as % of Lot Area:	17.2 percent (17.2 %)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	Michael McBride McBride Wallace Laurent & Cord LLP Barristers & Solicitors 5464 Dundas Street West, Suite 200 Toronto, Ontario, M9B 1B4
Telephone:	416-231-6555 x 235
Purchaser's Executive Completing this Form: <u>Leeanne Murray</u> <u>Owner</u> 2311643 ONTARIO INC.	<u>Leeanne Murray</u> <small>Leeanne Murray (Jul 27, 2020 15:07 EDT)</small> _____ (signature) I have authority to bind the Corporation

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catharine Saunders, City Clerk

## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 5

#### SCHEDULE "B"

Excerpt from By-law No. A.-6151-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

#### Disposal of Industrial Land Procedures

1. The purpose of this policy is to establish the terms upon which City-owned serviced industrial land is to be sold and transferred.
2. This policy is to be read and applied fairly and beneficially with such variations as circumstances or the nature of the subject matter require provided the general purpose, intent, meaning and spirit of the policy are maintained.
3. In this policy,
  - (a) Commencement of construction means the date upon which a building permit is issued by the City;
  - (b) Completion of construction is reached when the building or structure or a substantial part thereof is ready for use or is being used for the purpose intended, and;
  - (c) Coverage has the meaning ascribed to it under the applicable zoning by-law.

#### CLASS 1 SALE

4. A class 1 sale is a sale of a land for the purpose of the construction thereon of a building or structure for a detached industrial use.
5. A class 1 sale shall be subject to the following conditions:
  - (a) The purchaser shall commence construction within one year of the registration of the deed or transfer and shall diligently complete construction of the building or structure, in default of which the purchaser shall in the sole discretion of the City reconvey the land to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
  - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 19 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.



## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 6

#### CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

#### CLASS 3 SALE

10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further condition that the land shall not be used for any purpose other than a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.

#### GENERAL

12. At least annually, the Manager of Realty Services shall review the pricing of industrial land and if a change in pricing is recommended, shall make a recommendation to Board of Control as to the price per acre at which land should be offered for sale during the ensuing year.
13. Pending receipt of an offer to purchase from a prospective purchaser, land may be reserved for a period of 30 days, provided however that, if during the reserve period the City receives an offer to purchase the same land in accordance with this policy from another prospective purchaser, the first prospective purchaser shall be allowed 5 days after notification within which to submit an offer to purchase at the same price and on the same terms; otherwise the City shall be at liberty to accept the second offer to purchase.
14. A prospective purchaser shall complete and execute an offer to purchase in the form provided by the City accompanied by a deposit payable to the City Treasurer by cash or certified cheque equal to 10 per cent of the total purchase price, and the balance shall be payable subject to usual adjustments upon completion of the transaction.
15. The Manager of Realty Services may submit an offer to purchase for acceptance by the City.
16. The transaction shall be completed within 90 days of the passing of the by-law accepting the offer to purchase or within such further period as may be agreed to between the City Solicitor and the purchaser's solicitor in the best interests of the City.
17. Where, in the City's opinion, land is properly sold through a real estate agent, the City shall pay a fee to the agent not exceeding the scale established by the City upon completion of the transaction but no fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.
18. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. Where the whole or any part of land is reconveyed by the purchaser to the City pursuant to a condition of sale or otherwise, the amount payable upon the reconveyance shall be 90 per cent of either the original purchase price (exclusive of interest thereon), if the whole land is reconveyed, or the portion thereof that is in the same ratio as the area of the reconveyed part is to the whole land, subject to adjustments as of the date of reconveyance for taxes, local improvements and other rates and subject, where the City considers necessary, to the City's withholding until a new purchaser is found, an amount sufficient to compensate the City for the cost of restoring the land to its original condition if so required by the new purchaser.
20. The development of the property will be subject to the requirements of the Architectural Control Guidelines as published by the City of London from time to time and the purchaser acknowledges the contents thereof and agrees to conform to those Guidelines.
21. The cost of service connections from the main to the property line is the responsibility of the purchaser.
22. The purchaser accepts the current condition of the site and the cost of removal of topsoil from the site if required is the responsibility of the purchaser.



**APPENDIX "B"**

**Agreement of Purchase and Sale Cont'd**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 7

**SCHEDULE "C"**  
**SUBJECT PROPERTY 8 ACRES**



**SUBJECT TO FINAL SURVEY**

## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 8

#### SCHEDULE "D"

#### Additional Terms and Conditions

##### HEADINGS

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

##### Paramouncy of Schedule "D"

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

##### Assignment of Agreement

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

##### Municipal Services and Roadway Easements

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

##### Development Agreement

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

##### Purchaser Condition – Environmental

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

##### Purchaser Condition – Geotechnical Review

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

## APPENDIX "B"

### Agreement of Purchase and Sale Cont'd

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON  
Reference Plan

PAGE 9

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

#### Purchase Price Adjustments

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 8 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$70,000 per acre.

#### London Hydro Easement

The Purchaser agrees to an existing easement benefitting London Hydro (the "London Hydro Easement") over a portion of lands described as Part 5 in Plan 33R-20743 which is registered on title as instrument ER602322. This condition shall survive and not merge on the completion of this transaction.

#### 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.

#### 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.

#### 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.

#### 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.

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

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations



## **APPENDIX "B"**

### **Agreement of Purchase and Sale Cont'd**

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

**PAGE 10**

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.

#### **Urban Design Guidelines for Innovation Park**

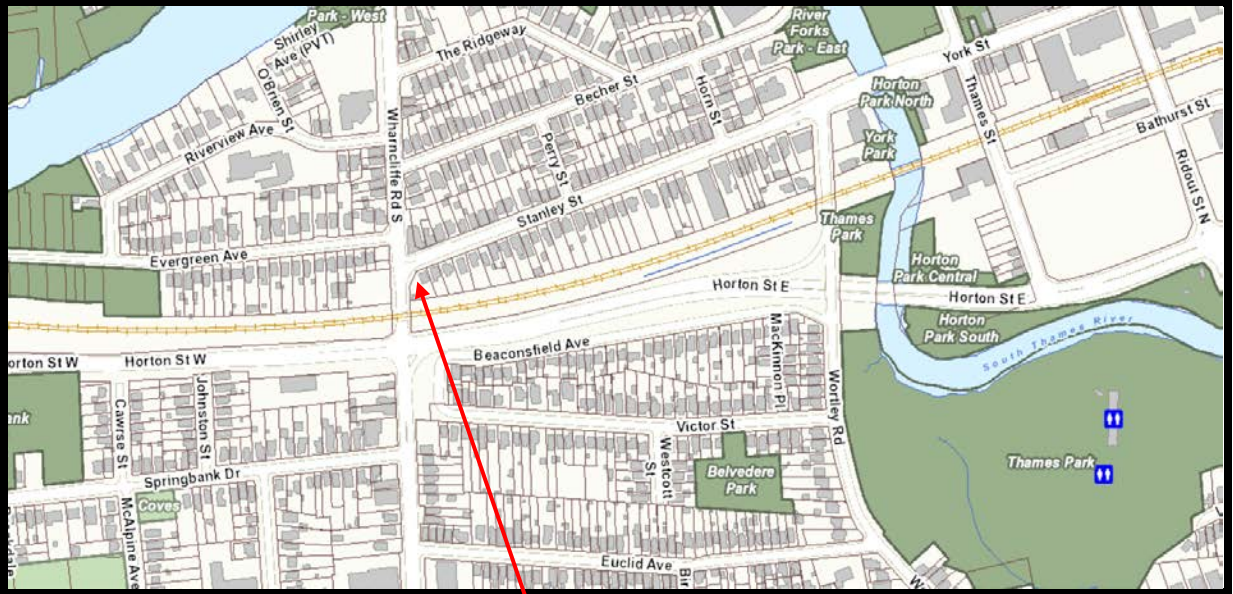
A copy of "Airport Road South Business Park Urban Design Guidelines" dated June 2004, will be provided to the purchaser under separate cover.

#### **ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES**

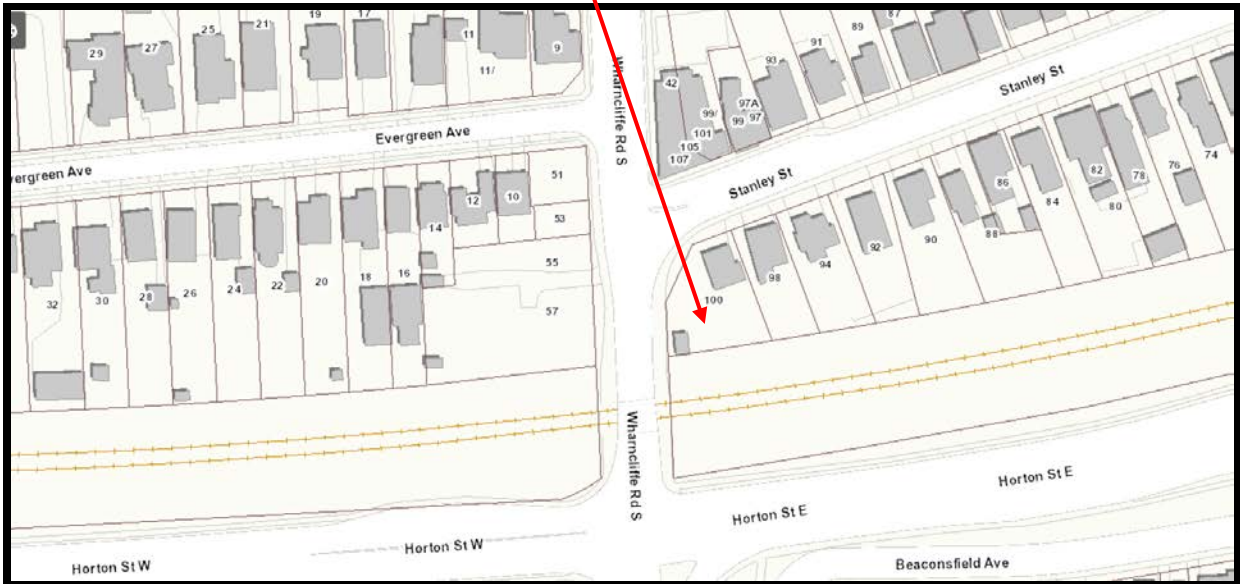
##### **Special Provisions of Innovation Park Subdivision Agreement**

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

**APPENDIX "B"  
LOCATION MAP**



**100 STANLEY STREET**



**Appendix "E"**  
**Settlement Agreement**

THIS SETTLEMENT AGREEMENT made this \_\_\_\_ day of July, 2020.

**B E T W E E N:**

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

OF THE FIRST PART

- and -

**NANCY ELLEN DUFF FINLAYSON**  
(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is in possession of the property described in Schedule "A" hereto, subject to Section 39 of the *Expropriations Act*, R.S.O., 1990, c E.26, as amended;

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto (the "Expropriation");

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owner on or about the 17<sup>th</sup> day of March, 2020;

AND WHEREAS the City previously offered (on a without prejudice basis) the Owner compensation in the sum of \$500,000.00;

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

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

**1.00 SETTLEMENT**

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the total sum of Five Hundred Thousand Dollars (\$500,000.00), together with any other compensation and rights set out in Schedules "B", "C" and "D" as the full, final and complete settlement of all claims of the Owner, including a section 25 offer of compensation, fair market value of the lands, injurious affection, disturbance damages, business loss and interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The Owner directs the City to allocate the payment of the sum of \$500,000.00 referred to in paragraph 1.02 above, together with any other compensation and rights set out in Schedules "B", "C" and "D" to the Owner.

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

Schedule "A" Legal Description  
 Schedule "B" Additional Terms and Conditions  
 Schedule "C" Items to be considered for removal from dwelling, subject to Clause 11 of Schedule "B".  
 Schedule "D" Items available for removal from dwelling

**2.00 RELEASE**

2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Wharncliffe Road.

**3.00 BINDING EFFECT**

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

**4.00 GOVERNING LAW**

4.01 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and each of the Parties hereto hereby attorn to the jurisdiction of the Courts in London.

**5.00 PAYMENTS**

5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.

5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.

**6.00 CLOSING DATE**

6.01 Notwithstanding a vacant possession date of July 31, 2020, was established in accordance with the provisions of the Expropriations Act, the parties agree to extend the possession date to November 1, 2020.

6.02 The parties agree that the extension of the possession date set out in 6.01 above, shall not result in the Owner becoming a Tenant of the City as defined in the Residential Tenancies Act.

IN WITNESS WHEREOF the Owner has duly executed this Agreement as of the 20<sup>th</sup> day of July, 2020.

Paul Lebeli  
Witness:

Nancy Ellen Duff Finlayson  
Nancy Ellen Duff Finlayson

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed on \_\_\_\_ day of \_\_\_\_\_, 2020.

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Ed Holder, Mayor

\_\_\_\_\_  
Catherine Saunders, City Clerk



**SCHEDULE "A"**

Part of Lots 17 and 18, Plan 427(4<sup>th</sup>) in the City of London, County of Middlesex,  
described as Parts 1 and 2 on PLAN ER1291120,  
Subject to a Right of Way over Part 2 on PLAN ER1291120,  
being all of PIN 08324-0002(LT)

**SCHEDULE "B"**

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **REPLACEMENT PROPERTY:** The City agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one and one half (1½) years of the date of possession.
3. **SECTION 13 OF THE EXPROPRIATIONS ACT:** Pursuant to section 13 of the *Expropriations Act* the City agrees pay to the Owner disturbance damages in the amount of \$7,500.00. This disturbance damage in the amount of \$7,500.00 is conditional on the Owner providing vacant possession no later than November 1, 2020.
4. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the City shall pay to the Owner an allowance of 5 per cent of the compensation payable in respect of the market value of the lands herein, reflecting an amount of \$25,000 for disturbance.
5. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the City agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act*.
6. **RIGHT OF INSPECTION:** The City or an agent of the City shall be entitled to enter and inspect the property including all dwellings and buildings prior to the Owner giving up vacant possession.
7. **REBATE OF LAND TRANSFER TAX:** The Owner will be responsible to apply to the Ministry of Revenue for an exemption to the payment of the Land Transfer Tax in the amount of the replacement property costs up to but not exceeding the amount of the herein purchased property.
8. **POSSESSION OF LANDS:** The Owner is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the City. The Owners shall be responsible to pay those costs associated with the use of the subject lands, which costs shall include all utility charges and all other expenses that if unpaid could become an encumbrance on the lands and shall pay such costs up to the date that vacant possession is given to the City.
9. **VACANT POSSESSION:** The Owner agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.
10. **RIGHT OF FIRST REFUSAL:** Provided that if the dwelling is relocated by the City, the parties agree that the City may sell the relocated dwelling to a third party, subject to a Right of First Refusal in favour of the Owner herein. The Purchaser agrees to give the Vendor thirty (30) calendar days to match the offer from a third party for the relocated dwelling on the same terms and conditions as were offered by the third party. If the Vendor does not accept the offer within the thirty (30) calendar day period, the Purchaser shall be free to accept the third party offer and complete the transaction.
11. **CONDITIONAL OPTION TO SALVAGE ITEMS:** Provided that if the Purchaser does not relocate the dwelling as provided for in clause 10 above, the Purchaser shall provide the Vendor the opportunity to remove and salvage those articles set out in Schedule "C", subject to such terms and conditions as may be specified by Council and subject to any terms and conditions of any requirements under the Ontario Heritage Act, RSO 1990, Chapter O.18, relating to the cultural heritage value or interest of the property. The Purchaser shall give the Vendor written notice of the decision not to relocate the dwelling, and included in such notice the Purchaser shall advise the Vendor of any terms and conditions relating to the removal and salvage of any of the articles set out in Schedule "C". The Purchaser shall allow the Vendor a maximum of sixty (60) calendar days to remove any those items set out in Schedule "C", at the sole expense of the Vendor, provided such items meet the terms and conditions, if any, specified by Council.
12. **REVERSION:** Provided that if the Purchaser does not proceed with the Wharnccliffe Road South widening project, in whole or in part, and such action results in the dwelling not being required to be relocated as referred to in clause 10 above, or to be removed, as referred to in clause 11 above, then the parties agree that the Purchaser shall give the Vendor thirty (30) calendar days to decide on whether to repurchase the dwelling for the same consideration set out in this offer. Upon the expiry of the thirty (30) calendar days the Purchaser shall be at liberty to sell the dwelling to a third party.

#### **SCHEDULE "C"**

The Vendor may, subject to the conditions set out in clause 11 of Schedule "B", be permitted to remove any or all of the following items, subject to such terms and conditions as may be specified by Council and subject to any terms and conditions of any requirements under the Ontario Heritage Act, RSO 1990, Chapter O.18, relating to the cultural heritage value or interest of the property.

1. The hallway and dining area lights
2. The fireplace and mantel
3. The keyhole window
4. Pocket doors and glass doors
5. Staircase and newel posts
6. Some of the window and door mouldings and some baseboards
7. 4 gas light fixtures
8. The front door
9. The stained glass windows (Note there are three)
10. The wooden doors to the closets and to the basement
11. The upstairs Oriole window
12. The Heritage Plaque
13. The three small windows on the east side of the house

#### **SCHEDULE "D"**

1. Bathtub
2. kitchen shelves
3. Mirror in bathroom
4. Bell from Italy

**APPENDIX "A"**  
**CONFIDENTIAL**

Chair and Members  
Corporate Services Committee

#20119  
August 10, 2020  
(Property Acquisition)

**RE: Property Acquisition Settlement Agreement**  
**100 Stanley Street (Subledger LD190014)**  
**Capital Project TS1355-1 - Wharncliffe Rd. - Becher St. to Springbank Drive**  
**Nancy Ellen Duff Finlayson**

**FINANCE & CORPORATE SERVICES REPORT ON THE SOURCES OF FINANCING:**

Finance & Corporate Services confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Works Budget and that, subject to the adoption of the recommendations of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the detailed source of financing for this purchase is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>	<u>Balance for Future Work</u>
Engineering	\$4,600,000	\$2,421,906		\$2,178,094
Land Acquisition	4,633,750	2,046,787	592,247	1,994,716
Construction	28,312,500	354,309		27,958,191
Relocate Utilities	3,750,000	1,145,143		2,604,857
City Related Expenses	100,000			100,000
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$41,396,250</u></b>	<b><u>\$5,968,145</u></b>	<b><u>\$592,247</u></b> 1)	<b><u>\$34,835,858</u></b>
<b>SOURCE OF FINANCING</b>				
Capital Levy	77,800	77,800		0
Debenture By-law No. W.-5569-376	3) 14,432,233	2,120,684	220,766	12,090,783
Drawdown from Industrial Oversizing R.F.	26,200	26,200		0
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 18,286,842	3,743,461	371,481	14,171,900
Debenture By-law No. W.-5569-376 (Serviced through City Services - Roads Reserve Fund (Development Charges))	2&3) 6,173,175			6,173,175
Other Contributions	2,400,000			2,400,000
<b>TOTAL FINANCING</b>	<b><u>\$41,396,250</u></b>	<b><u>\$5,968,145</u></b>	<b><u>\$592,247</u></b>	<b><u>\$34,835,858</u></b>

1) Financial Note:

	<u>TOTAL</u>
Purchase Cost	\$500,000
Add: Disturbance Allowance	32,500
Add: Land Transfer Tax	6,475
Add: Legal Fees, Appraisal, etc.	46,500
Add: HST @13%	65,000
Less: HST Rebate	(58,228)
Total Purchase Cost	<u>\$592,247</u>

2) Development charges have been utilized in accordance with the underlying legislation and the Development Charges Background Studies completed in 2019.

**NOTE TO CITY CLERK**

3) The City Clerk be authorized to increase Debenture By-law No. W.-5569-376 as amended by By-law No. W.-5569(a)-19 by \$19,280,576 from \$1,324,832 to \$20,605,408.

lp

  
 Jason Davies  
 Manager of Financial Planning & Policy