



## Council Minutes

The 20th Meeting of City Council  
November 10, 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. Ribera, C. Saunders, M. Schulthess, B. Westlake-Power  
Remote Attendance: L. Livingstone, A. Barbon, B. Card, K. Dickins, G. Kotsifas, J.P. McGonigle, K. Scherr, E. Skalaski, C. Smith, S. Stafford, B. Warner and J. Wills.  
The meeting was called to order at 4:00 PM, with all Members participating, except Councillor P. Van Meerbergen; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, A. Kayabaga and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 9 (4.1) of the 12th Report of the Community and Protective Services Committee, having to do with an invitation to Dr. Mackie to discuss COVID-19 health measures, by indicating that he is employed by the Middlesex London Health Unit and that he is a direct employee of Dr. Mackie.

### 2. Recognitions

None.

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

None.

Motion made by: S. Hillier

Seconded by: S. Lehman

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. 335, being a by-law to confirm the proceedings of the Council Meeting held on the 10th Day of November, 2020, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 - 17th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

Yeas: (14): 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, A. Kayabaga, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

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

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

That the Minutes of the 19th Meeting held on October 27, 2020, BE APPROVED.

Yeas: (14): 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, A. Kayabaga, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

**6. Communications and Petitions**

Motion made by: S. Lewis  
Seconded by: E. Pelozza

That the Added Communication from J. Arthur, Abortion Rights Coalition of Canada, with respect to the proposed amendment to the Sign By-law BE RECEIVED and REFERRED to be considered with Item 10 (4.2) of the 12th Report of the Community and Protective Services Committee.

Yeas: (14): 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, A. Kayabaga, and S. Hillier

Absent: (1): P. Van Meerbergen

**Motion Passed (14 to 0)**

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

None.

**8. Reports**

8.1 12th Report of the Community and Protective Services Committee

Motion made by: S. Lewis

That the 12th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 2 (2.1), 9 (4.1) and 10 (4.2).

Yeas: (14): 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, A. Kayabaga, and S. Hillier

Absent: (1): P. Van Meerbergen

**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**

3. (2.2) Capital Repair and Improvement Program - Loan Funding Request

Motion made by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the Capital Repair and Improvement Program Loan Funding Request:

- a) the Capital Repair and Improvement Loan of \$535,260 for capital repairs in accordance with By-law No. A.-7519-79, as appended to the staff report dated November 3, 2020, along with \$251,566 of the Canada-Ontario Community Housing Initiative (COCHI) funding, for a total allocation to The Spirit of 1919 Co-Operative Inc. in the amount of \$786,826, BE APPROVED; and,
- b) the financing for the above-noted loan BE APPROVED in accordance with the Sources of Financing Report, as appended to the above-noted staff report. (2020-F11A)

**Motion Passed**

4. (2.3) Update on Free Menstrual Products Available at City Facilities

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the staff report dated November 3, 2020, with respect to an update on Free Menstrual Products Available at City Facilities, BE RECEIVED. (2020-S12)

**Motion Passed**

5. (2.4) Nasal Naloxone Kits Available for Public Use in Some City of London Facilities Update Report

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Neighbourhood, Children and Fire Services and the Managing Director, Parks and Recreation, the following actions be taken with respect to an update on Nasal Naloxone Kits Available for Public Use in Some City of London Facilities:

- a) the staff report dated November 3, 2020, with respect to this matter, BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to continue to supply two nasal Naloxone kits for public use with each publicly accessible Automated External Defibrillator (AED) at those City facilities that operate year-round; it being noted that the Middlesex-London Health Unit supports this recommendation. (2020-S08)

**Motion Passed**

6. (2.5) London's Film and Multi-Media Strategy Update

Motion made by: S. Lewis

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to an update on London's Film and Multi-Media Strategy:

- a) the staff report dated November 3, 2020 BE RECEIVED; and,
- b) the Civic Administration BE DIRECTED to submit a business case as part of the 2021 Annual Budget Update process to support the implementation of the Film and Multi-Media strategic objectives as outlined in this report. (2020-R08/M18)

**Motion Passed**

7. (2.6) Amendment #1 - Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home (Relates to Bill No. 340)

Motion made by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and the concurrence of the Administrator, Dearness Home, the following actions be taken with respect to a Contract to Provide Physiotherapy and Occupational Therapy Services at the Dearness Home:

- a) the proposed by-law, as appended to the staff report dated November 3, 2020, BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020, to:
  - i) approve the Amending Agreement to the Lifemark Agreement, substantially in the form appended to the staff report dated November 3, 2020, between The Corporation of the City of London and Lifemark Occupational Health and Wellness Inc.;
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
  - iii) delegate authority to the Managing Director, Housing, Social Services and Dearness Home, or written designate, to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lifemark Agreement that are consistent with the requirements contained in the Lifemark Agreement, and that 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, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management. (2020-S02)

**Motion Passed**

8. (2.7) Canada Mortgage and Housing Corporation (CMHC) Seed Funding Contribution Agreement and CMHC Loan Agreement (Relates to Bill No. 341)

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 November 3, 2020, BE

INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

- a) approve the standard form “CMHC Seed Funding Contribution Agreement”, substantially in the form appended to the above-noted by-law, as the standard form of agreement between the City and Canada Mortgage and Housing Corporation with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable;
- b) delegate discretionary authority to the Managing Director, Housing, Social Services and Dearness Home to approve of agreements with Canada Mortgage and Housing Corporation that are based on the above-noted standard form of agreement with respect to funding to the City for the development or implementation of proposals to help increase the supply of affordable housing and assist existing projects to remain viable and affordable; and,
- c) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2020-S11/F11)

**Motion Passed**

11. (4.3) Proposed Amendment to the Noise/Sound By-law - High Frequency Noise

Motion made by: S. Lewis

That the request for delegation by D. Mailer with respect to amending the City of London Noise/Sound By-law to prohibit the use of outdoor high frequency sound emitting devices within city limits BE APPROVED for the December 1, 2020 Community and Protective Services Committee meeting; it being noted that a communication dated October, 26, 2020 from D. Mailer and a communication dated October 29, 2020 from O. Williams, with respect to this matter, were received. (2020-P01)

**Motion Passed**

12. (4.4) Canada Mortgage and Housing Corporation (CMHC) - Rapid Housing Initiative (RHI) (Relates to Bill No. 342)

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 November 3, 2020, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020, to:

- a) authorize and approve the standard form “Rapid Housing Initiative (RHI) Agreement”, substantially in the form appended to the above-noted by-law, to be completed in accordance with the RHI program between the Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;
- b) delegate duties of the City, as Recipient to the “Rapid Housing Initiative (RHI) Agreement”, as it relates to the administrative and development activities for capital development

within the Rapid Housing Initiative program to the Housing Development Corporation, London (HDC), as agent for the City, to obtain approvals for applications and project plans from the Managing Director, Housing Social Services and Dearness Home and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer; and,

c) authorize the Mayor and the City Clerk to execute program agreements or amendments as required related to the Rapid Housing Initiative;

it being noted that the City, as Service Manager, will retain responsibilities for ongoing operational compliance. (2020-S11)

**Motion Passed**

13. (5.1) Deferred Matters List

Motion made by: S. Lewis

That the Deferred Matters List for the Community and Protective Services Committee, as at October 26, 2020, BE RECEIVED.

**Motion Passed**

At 4:16 PM, Councillor P. Van Meerbergen enters the meeting.

2. (2.1) Homeless Prevention Head Lease Program (Single Source 20-34) (Relates to Bill No. 339)

Motion made by: S. Lewis

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home and the concurrence of the Director, Financial Services, the following actions be taken with respect to the Homeless Prevention Head Lease Program – Single Source 20-34:

a) the proposed by-law, as appended to the staff report dated November 3, 3030, BE INTRODUCED at the Municipal Council Meeting to be held November 10, 2020 to:

i) approve the standard form “Lease Agreement”, as appended to the above-noted by-law, as the standard form of Agreement between the City of London and Landlords for the Head Lease program;

ii) delegate discretionary authority to the Managing Director, Housing, Social Services and Dearness Home to execute Agreements with landlords for the Head Lease program, employing the above-noted standard form of agreement;

iii) delegate authority to the Managing Director Housing, Social Services and Dearness Home, or written designate, to approve and execute such further and other documents, including amending agreements, that may be required in furtherance of the Lease Agreement that are consistent with the requirements contained in the above-noted standard form Lease Agreement, and that 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, subject to prior review and approval by the Managing Director, Housing, Social Services and Dearness Home and the Manager, Risk Management; and,

iv) delegate authority to the Managing Director, Housing, Social Services and Dearness Home to undertake all the administrative, financial and reporting acts in connection with the above-noted Lease Agreement;

b) the reallocation of the one-time assessment growth funding from the Housing Allowances program to the Head Lease program, in the amount of up to \$300,000, BE APPROVED and the Civic Administration BE DIRECTED to contribute any unspent portion of this funding, at the end of 2020, to the Operating Budget Contingency Reserve to fund the program in 2021; and,

c) a Single Source Procurement (SS 20-34), as per section 14.4(a) of the Procurement of Goods and Services Policy, BE AWARDED to Wastell Homes for the provision of units at an estimated cost of \$80,000 (excluding HST) to provide units for the Head Lease program for a one (1) year term with an option to renew for one (1) additional one year term. (2020-S14)

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)**

9. (4.1) Invitation to Dr. Mackie to Discuss COVID-19 Health Measures

Motion made by: S. Lewis

That the communication, dated October 26, 2020, from Councillor M. van Holst, with respect to extending an invitation to Dr. C. Mackie, Middlesex-London Health Unit, for a discussion about COVID-19 responses and public health measures, BE RECEIVED. (2020-S08)

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

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

10. (4.2) Proposed Amendment to the Sign By-law

Motion made by: S. Lewis

That the following actions be taken with respect to graphic, unsolicited flyer deliveries to residential properties:

a) the Civic Administration BE DIRECTED to investigate options to address community concerns around graphic, unsolicited flyer deliveries to residential properties and report back to a future meeting of the Community and Protective Services Committee, outlining information and options including, but not limited to:

i) steps taken by other municipalities with respect to this matter; and,

ii) potential amendments to the existing municipal nuisance by-law or introduction of a new by-law with respect to this matter;

b) the communication, dated November 1, 2020, from Councillor van Holst, with respect to this matter, BE REFERRED to the Civic Administration for consideration;

c) the delegation request by M. McCann, London Against Abortion, BE REFERRED to a future public participation meeting with respect to this matter; it being noted that a communication from M. McCann, dated October 30, 2020, with respect to this matter, was received; and,

d) the following communications BE RECEIVED with respect to this matter:

- a communication, dated October 16, 2020, from D. Ronson, Pro-Choice London;
- a communication from Councillors A. Hopkins, S. Lewis, A. Kayabaga and E. Pelozza;
- a communication, dated October 31, 2020, from B. Alleyne, Canadian Centre for Bio-Ethical Reform;
- a communication, dated November 1, 2020, from A. Marchand, London Area Right to Life Association; and,
- a communication, dated November 2, 2020, from T. Ewert, We Need a Law. (2020-T07)

Yeas: (13): 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: (2): Mayor E. Holder, and S. Turner

**Motion Passed (13 to 2)**

## 8.2 17th Report of the Corporate Services Committee

Motion made by: A. Kayabaga

That the 17th Report of the Corporate Services Committee 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)**

### 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) Authorization for Temporary Borrowing (Relates to Bill No. 338)

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on November 10, 2020 to authorize the temporary borrowing of



certain sums to meet current expenditures of The Corporation of the City of London for the year 2021.

**Motion Passed**

3. (2.2) Annual Report Risk Management Services

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director Corporate Services and City Solicitor and the Manager III, Risk Management Division, the staff report dated November 2, 2020 regarding the Annual Report - Risk Management Services BE RECEIVED for information.

**Motion Passed**

4. (2.3) Amending By-law Re: Electronic Registration of Real Property Documents (Relates to Bill No. 337)

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Solicitor, the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on November 10, 2020 to amend By-Law No. A.-5719-117, a by-law respecting the execution of real property related documents by electronic means.

**Motion Passed**

5. (2.4) Pre-Authorized Tax Payment Plan By-law and Collection of Property Taxes By-law (Relates to Bill No.'s 336 and 343)

Motion made by: A. Kayabaga

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to proposed amendments to the Pre-authorized Tax Payment Plan By-law and Collection of Property Tax By-law for the 2021 taxation period:

a) the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend By-law No. A.-5505-497, as amended, entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.012 to 1.025 effective January 1, 2021"; and,

b) the proposed by-law as appended to the staff report dated November 2, 2020 as Appendix "B", BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend By-law No. A-8, as amended, entitled "Property Tax Collection by-law" by changing the calculation percent for the Interim Levy from 40.48% to 41% effective January 1, 2021";

it being noted that the Corporate Services Committee received a communication dated October 29, 2020 from C. Butler with respect to this matter.

**Motion Passed**

6. (2.5) Declare Surplus - Portion of City-Owned Land - 3047 White Oak Road

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, with respect to a portion of City-owned land located on west side of White Oak Road, abutting the south side of 3033 White Oak Road, described as Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT) in the City of London, County of Middlesex, as shown on Schedule "A" of the staff report dated November 2, 2020 (the "Property"), the following actions be taken:

- a) the subject property BE DECLARED surplus; and
- b) the subject property ("Surplus Lands") BE SOLD by way of tender in accordance with the City's Sale and Other Disposition of Land Policy.

**Motion Passed**

7. (4.1) Request for Delegation Status - Jacqueline Madden and Michael Dawthorne

Motion made by: A. Kayabaga

That it BE NOTED that the Corporate Services Committee received a communication dated October 21, 2020 and delegation from Jacqueline Madden and Michael Dawthorne with respect to their concerns related to the Accessibility Advisory Committee.

**Motion Passed**

8. (5.1) Corporate Services Committee Deferred Matters List

Motion made by: A. Kayabaga

That the Corporate Services Committee Deferred Matters List, as of October 26, 2020, BE RECEIVED.

**Motion Passed**

9. (5.2) Proposed Changes to the Municipal Elections Act, 1996

Motion made by: A. Kayabaga

That, on the recommendation of the City Clerk, the staff report dated November 2, 2020 entitled "Changes to the *Municipal Elections Act, 1996*" BE RECEIVED for information.

**Motion Passed**

10. (5.3) Small Business Support

Motion made by: A. Kayabaga

That the following actions be taken to assist London businesses in mitigating financial losses as a result of Public Health regulations put in place with respect to COVID-19:

a) the Province of Ontario BE ADVISED that the City of London supports the measures being put in place to assist local economies and businesses in offsetting the financial impacts resulting from the implementation of public health measures; and,

b) the Mayor BE REQUESTED to engage with the Premier and the Minister of Finance to request that London businesses impacted by section 22 Orders under the Health Protection and Promotion Act, R.S.O. 1990 be provided with access to the funding provided for in the new \$300 million Business Support Fund.

**Motion Passed**

At 5:04 PM, Councillor P. Squire leaves the meeting.

8.3 17th Report of the Planning and Environment Committee

Motion made by: M. Cassidy

That the 17th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (1): P. Squire

**Motion Passed (14 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed

**Motion Passed**

2. (2.1) Application - Exemption from Part-Lot Control - 2805 Asima Drive (33M-699, Block 49) (P-9220) (Relates to Bill No. 346)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Rockwood Homes, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to exempt Block 49, Plan 33M-699 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, for a period not exceeding three (3) years.

**Motion Passed**

3. (2.2) Application - 3493 Colonel Talbot Road - Removal of Holding Provision (H-9218) (Relates to Bill No. 350)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by 2219008 Ontario Ltd. c/o York Developments, relating to lands located at 3493 Colonel Talbot Road, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 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/Residential R8 Special Provision/Convenience Commercial /Service Station Special Provision (h\*h-100\*h-198\*R6-5(46)/R8-4(30)/CC6(10)/SS2(2)) Zone TO Residential R6/R8 Special Provision/Convince Commercial Special Provision/Service Station Special Provision (R6-5(46)/R8-4(30)/CC6(10)/SS2(2)) Zone to remove the h, h-100 and h-198 holding provisions.

**Motion Passed**

4. (2.3) Application - 49 to 153 Middleton Avenue, 3695 and 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street - Removal of Holding Provision (H-9270) (Relates to Bill No. 351)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street (Registered Plan 33M-785), the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 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 R1 Special Provision (h\*h-100\*R1-3(18)/h\*h-100\*R1-4(29)/ h\*h-100\*R1-13(7)) Zone TO a Residential R1 Special Provision (R1-3(18)/R1-4(29)/R1-13(7)) Zone to remove the h and h-100 holding provisions.

**Motion Passed**

5. (2.4) Application - 1600-1622 Hyde Park Road and 1069 Gainsborough Road (H-9256) (Relates to Bill No. 352)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Hyde Park Investments 2012 Inc., relating to the property located at 1600-1622 Hyde Park Road & 1069 Gainsborough Road, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 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 Business District Special Provision (h-18\*BDC(39)) Zone TO a Business District Special Provision (BDC(39)) Zone to remove the "h-18" holding provision.

**Motion Passed**

6. (2.5) Application - 1258 and 1388 Sunningdale Road West - Removal of Holding Provisions (H-9259) (Relates to Bill No. 353)

Motion made by: M. Cassidy

That, on the recommendation of the Director, Development Services, based on the application by Foxhollow North Developments Inc., relating to the properties located at 1258 and 1388 Sunningdale Road West, the proposed by-law appended to the staff report dated November 2, 2020 BE INTRODUCED at the Municipal Council meeting to be held on November 10, 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 R1 (h\*h-100\*R1-3) Zone and Holding Residential Special Provision R1 (h\*h-100\*R1-3(8)) Zone TO Residential R1 (R1-3) Zone to remove the "h" and h-100" holding provisions.

**Motion Passed**

7. (2.6) Building Division Monthly Report for September 2020

Motion made by: M. Cassidy

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

**Motion Passed**

8. (3.1) Application - 1150 Fanshawe Park Road East (OZ-9215) (Relates to Bill No.'s 344, 345 and 354)

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 Stackhouse Developments Inc., relating to the property located at 1150 Fanshawe Park Road East:

a) the proposed by-law appended to the staff report dated November 2, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend the Official Plan by ADDING a specific policy to Chapter 10 to permit an increased density of 133 units per hectare;

b) the proposed by-law appended to the staff report dated November 2, 2020 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 by ADDING a new policy to the Specific Policies for the Neighbourhoods Place Type AND AMENDING Map 7 – Specific Policy Areas – of The London Plan by adding the subject site to the list of Specific Policy Areas;

c) the attached, revised, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on November 10, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a holding Restricted Office/Convenience Commercial Special Provision (h-27\*RO2/CC5(1)) Zone TO a holding Restricted Office/Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (h-5\*h-18\*RO2/CC5(1)/R8-4( )\*B( )) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of stacked townhouses and an apartment building, with a maximum height of 6 storeys (21m), and a maximum density of 133 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated November 2, 2020 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

#### 1) Exceptional Building Design

the buildings shown in Schedule "1" to the amending by-law are bonused for features which deliver a high standard of design including:

- i) an apartment building located and oriented along the street edge to provide for a continuous street wall along Stackhouse Avenue;
- ii) stacked townhouses located along and oriented towards the street edge to provide for a continuous street wall along Fanshawe Park Road East;
- iii) incorporating a minimum of 35% of the required parking spaces as underground parking;
- iv) provision of an enhanced landscape open space setback along the west property boundary to facilitate retention of the mature spruce trees;
- v) incorporate a variety of materials and textures to highlight different architectural elements;
- vi) provision of individual entrances to ground floor units with operable front doors on the east façade of the apartment building with direct walkways to the public sidewalk; and,
- vii) provision of the main building entrance at the northeast corner of the building;

#### 2) Provision of Affordable Housing

The provision of affordable housing shall consist of:

- i) a total of six (6) stacked townhouse affordable rental units;
- ii) rents not exceeding 90% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy; and,
- iii) the duration of affordability shall be set at 20 years from the point of initial occupancy of all affordable units.

it being noted that the following site plan matters were raised during the public participation process:

- i) garbage storage shall be located internally within the building;
- ii) fencing along the west property boundary shall be installed or enhanced to provide adequate screening, minimize the impact of headlights and enhance privacy;
- iii) enhanced provision of landscaping along the southwest property boundary to provide screening for the stacked townhouse dwellings; and,
- iv) minimal or no windows to habitable rooms for the west façade of the stacked townhouses;

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 recommended amendment is consistent with, and will serve to implement the policies of the Provincial Policy Statement, 2020 which encourage infill and intensification, the provision of a range of housing types, and efficient use of existing or planned infrastructure;
- the recommended amendment generally conforms to the in-force policies of The London Plan including, but not limited to the policies of the Neighbourhoods Place Type which contemplate low-rise apartment buildings up to 6 storeys with frontage on an Urban Thoroughfare;
- the recommended amendment to The London Plan will allow for the existing commercial and office uses to be permitted to allow for a mix of uses;
- the recommended amendment generally conforms to the in-force policies of the 1989 Official Plan including, but not limited to the Policies for Specific Residential Areas which allow Council to address developments through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies; and,
- the subject lands are of a suitable size and shape to accommodate the development proposed, which is a sensitive and compatible form within the existing and planned surrounding neighbourhood.

**Motion Passed**

9. (4.1) Brendon Samuels - Request for Delegation Status - Bird Friendly Skies By-law

Motion made by: M. Cassidy

That the following actions be taken with respect to the Bird Friendly Skies by-law:

- a) B. Samuels BE GRANTED delegation status at the November 2, 2020 Planning and Environment Committee meeting to discuss the status of the Bird Friendly Skies by-law; and,
- b) the communication and attached presentation with respect to the Bird Friendly Skies by-law BE RECEIVED for information.

**Motion Passed**

At 5:06 PM, Councillor P. Squire enters the meeting.

- 8.4 4th Report of the Audit Committee

Motion made by: J. Helmer

That the 4th Report of the Audit Committee 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)**



1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) Internal Audit Summary Update

Motion made by: J. Helmer

That the communication dated October 20, 2020, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

**Motion Passed**

3. (4.2) Internal Audit Dashboard as at October 20, 2020

Motion made by: J. Helmer

That the communication from Deloitte, regarding the internal audit dashboard as of October 20, 2020, BE RECEIVED.

**Motion Passed**

4. (4.3) Observation Summary as at October 20, 2020

Motion made by: J. Helmer

That the following actions be taken with regards to the Observation Summary submission from Deloitte dated October 20, 2020:

a) the Audit Committee Observation Summary BE AMENDED with regards to the Observation Status for Management Action Plans to move the four indicated "Total High & Medium Observations" related to the Dearness Home Process Assessment to the category of "In Progress Observations"; and

b) the communication dated October 20, 2020 from Deloitte with respect to the Observation Summary, BE RECEIVED.

**Motion Passed**

**10. Deferred Matters**

None.

**11. Enquiries**

Councillor S. Turner enquires with respect to the new website, functionality, content still to be included, and what will not be included. The Director, Strategic Communications, Government Relations and Community Engagement, provides an update with respect to the website.

**12. Emergent Motions**

None.

### 13. **By-laws**

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No.'s 336 to 354, 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. Lewis

Seconded by: M. Cassidy

That Second Reading of Bill No.'s 336 to 354, 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: J. Helmer

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No.'s 336 to 354, 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)**

### 4. **Council, In Closed Session**

Motion made by: A. Kayabaga

Seconded by: S. Turner

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

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/17/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that

belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/17/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/17/CSC)

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. Peloza, A. Kayabaga, and S. Hillier

### **Motion Passed (15 to 0)**

The Council convenes, In Closed Session, at 5:17 PM, with Mayor E. Holder in the Chair and all Members participating.

At 5:28 PM, the Council resumes in public session, with Mayor E. Holder in the Chair and all Members participating.

## **9. Added Reports**

Motion made by: E. Peloza

Seconded by: P. Van Meerbergen

### **1. Partial Property Acquisition – 3363 White Oak Road – Bradley Avenue Extension Project Phase 2 – Wharnccliffe Road South to Jalna Boulevard**

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, with respect to the property located at 3363 White Oak Road, further described as Part Lot 31, Concession 2, designated as Part 1, Plan 33R-792, in the City of London, County of Middlesex, designated as Parts 7 and 8, Plan 33R-20205, being part of PIN 08209-0104, as shown on the location map attached, for the purpose of future road improvement to accommodate the Bradley Avenue Extension Project Phase 2, the following actions be taken:

a) the offer submitted by Cars Canada PHA 3 GPSPE L.L.C. (the “Vendor”), to sell the subject property to the City, for the sum of \$118,000.00 BE ACCEPTED, subject to the following conditions:

i) the City agreeing to pay the Vendor’s reasonable legal, including fees, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City, at its expense, agreeing to prepare and deposit on title, on or before closing, a reference plan describing the subject property; and,

iii) the City agreeing to pay a further sum of \$13,500.00 for a Grant of Temporary Easement and Consent to Enter Agreement wherein additional compensation and additional terms have been agreed to between the Parties, being the “Related Transaction”; and,

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

### **2. Property Acquisition – 2201 Kains Road – River Bend Pumping Station Lands**

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with the concurrence of the Director, Development Services and the Division Manager, Parks Planning and Operation, on the advice of the Manager of Realty Services, with respect to the property located at 2201 Kains Road, further described as Block 14, Plan 33M-429 save and except Plan 33M-481, being all of PIN 08501-0181 (LT) containing an area of approximately 0.54 acres, as shown on the location map attached, for the purpose of the Riverbend Pumping Station, the following actions be taken:

a) the offer submitted by Sifton Properties Limited (the "Vendor"), to sell the subject property to the City, for the sum of \$250,000.00 BE ACCEPTED, subject to the following conditions:

i) the Purchaser shall have until 4:00 p.m. on January 29, 2021 (requisition date) to examine the title to the property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire;

ii) the Purchaser shall have until 4:00 p.m. on November 30, 2020 to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archaeological, and environmental condition of the property;

iii) the Vendor acknowledges and agrees that any and all property taxes that are in arrears for the property will be paid for by the Vendor at time of Closing for this transaction; and,

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

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

### 3. Offer to Purchase Industrial Land – 1666042 Ontario Inc. – Part of Block 5, Plan 33M-609 – Innovation Industrial Park Phase IV

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 IV, on the north east corner of Boyd Court, being composed of part of Block 5, Plan 33M-609, outlined on the sketch attached hereto as Appendix "B", the offer submitted from Huffman Innovation under the corporate name 1666042 Ontario Inc. (the "Purchaser"), to purchase the subject property from the City, at a purchase price of \$240,000.00 (reflecting a sale price of \$80,000.00 per acre), attached hereto as Appendix "C", BE ACCEPTED, subject to the following conditions:

- a) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to examine title at the Purchaser's own expense;
- b) the Purchaser be allowed, within ninety (90) days from acceptance of the offer, to carry out soil tests as it might reasonably require; and,
- c) the transaction to be completed within (120) days from acceptance of the offer.

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)**

### **13. By-laws Continued**

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

That Introduction and First Reading of Bill No. 335, and the Added Bill No.'s 355, 356 and 357 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)**

Motion made by: A. Hopkins  
Seconded by: P. Van Meerbergen

That Second Reading of Bill No. 335, and the Added Bill No.'s 355, 356 and 357 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)**

Motion made by: J. Helmer  
Seconded by: S. Turner

That Third Reading and Enactment of Bill No. 335, and the Added Bill No.'s 355, 356 and 357 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)**

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

Bill	By-law
Bill No. 335	By-law No. A.-8030-232 - A by-law to confirm the proceedings of the Council Meeting held on the 10th day of November, 2020. (City Clerk)
Bill No. 336	By-law No. A.-5505(u)-233 - A by-law to amend By-law No. A.-5505-497, as amended, entitled, "A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London" by changing the multiplier to determine the pre-authorized property tax payment from 1.012 to 1.025 effective January 1, 2021. (2.4a/17/CSC)
Bill No. 337	By-law No. A.-5719(a)-234 - A by-law to amend By-law A.-5719-117 entitled, "A by-law respecting the execution of real property related documents by electronic means." (2.3/17/CSC)
Bill No. 338	By-law No. A.-8031-235 - A by-law to authorize the City Treasurer or Deputy Treasurer of The Corporation of the City of London to borrow certain sums to meet current expenditures of the Corporation for the year 2021. (2.1/17/CSC)
Bill No. 339	By-law No. A.-8032-236 - A by-law to authorize and approve a standard form "Lease Agreement" for use in the Head Lease program. (2.1/12/CPSC)
Bill No. 340	By-law No. A.-8033-237 - A by-law to approve an Amendment to the Agreement with Lifemark Occupational Health and Wellness Inc. for the provision of Occupational Therapy services at the Dearness Home; and to authorize the Mayor and City Clerk to execute the Agreement. (2.6/12/CPSC)
Bill No. 341	By-law No. A.-8034-238 - A by-law to authorize and approve a standard form "CHMC Seed Funding Contribution Agreement" with Canadian Mortgage and Housing Corporation. (2.7/12/CPSC)
Bill No. 342	By-law No. A.-8035-239 - A by-law to authorize and approve a standard form "Rapid Housing Initiative Agreement" (RHI) (Schedule 1) with Canadian Mortgage and Housing Corporation (CMHC) and to delegate the duties of the City as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative (RHI). (4.4/12/CPSC)
Bill No. 343	By-law No. A-8-20029 - A by-law to amend By-law No. A-8, as amended entitled "Property Tax Collection by-law" by changing the calculation percent for the Interim Levy from 40.48% to 41% effective January 1, 2021. (2.4b/17/CSC)
Bill No. 344	By-law C.P.-1284(vr)-240 - A by-law to amend the Official Plan for the City of London, 1989 relating to 1150 Fanshawe Park Road East. (3.1a/17/PEC)

Bill No. 345	By-law C.P.-1512(ab)-241 - A by-law to amend The London Plan for the City of London, 2016 relating to 1150 Fanshawe Park Road East. (3.1b/17/PEC)
Bill No. 346	By-law C.P.-1552-242 - A by-law to exempt from Part-Lot Control, lands located at 2805 Asima Drive, legally described as Block 49 in Registered Plan 33M-699. (2.1/17/PEC)
Bill No. 347	By-law No. S.-6078-243 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Oxford Street East, west of Highbury Avenue North; and as widening to Highbury Avenue North, south of Oxford Street East) (Chief Surveyor - pursuant to Site Plan SPA19-064 and in accordance with Zoning By-law Z-1)
Bill No. 348	By-law No. S.-6079-244 - A by-law to permit Mark Gregory Vogelsang to maintain and use a boulevard parking area upon the road allowance for 799 Lorne Avenue, City of London. (City Clerk)
Bill No. 349	By-law No. W.-5581(b)-245 - A by-law to amend by-law No. W.-5581-134, as amended, entitled, "A by-law to authorize the Richmond Street and Fanshawe Park Road Intersection Improvements. (Project No.TS1134)" (6.1/16/CSC)
Bill No. 350	By-law Z.-1-202887 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3493 Colonel Talbot Road. (2.2/17/PEC)
Bill No. 351	By-law Z.-1-202888 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 49 to 153 Middleton Avenue, 3695 to 3848 Somerston Crescent, 3582 to 3642 Earlston Cross, 84 to 150 Knott Drive and 3583 to 3617 Lynds Street; legally described as Plan 33M-785. (2.3/17/PEC)
Bill No. 352	By-law Z.-1-202889 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1600-1622 Hyde Park Road & 1069 Gainsborough Road. (2.4/17/PEC)
Bill No. 353	By-law Z.-1-202890 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1258 and 1388 Sunningdale Road West. (2.5/17/PEC)
Bill No. 354	By-law Z.-1-202891 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1150 Fanshawe Park Road East. (3.1c/17/PEC)



Bill No. 355	(ADDED) By-law No. A.-8036-246 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Cars Canada PHA 3 GPSPE L.L.C., for the partial acquisition of a portion of the property located at 3363 White Oak Road, in the City of London, for the Bradley Avenue Extension Project Phase 2, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/17/CSC)
Bill No. 356	(ADDED) By-law No. A.-8037-247 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Sifton Properties Limited, for the acquisition of the property located at 2201 Kains Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/17/CSC)
Bill No. 357	(ADDED) By-law No. A.-8038-248 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1666042 Ontario Inc., for the sale of the City owned industrial land, described as part of Block 5, Plan 33M-609, in the City of London, being part of Innovation Industrial Park, Phase IV and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/17/CSC)

**14. Adjournment**

Motion made by: A. Kayabaga

Seconded by: S. Hillier

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourns at 5:39 PM.

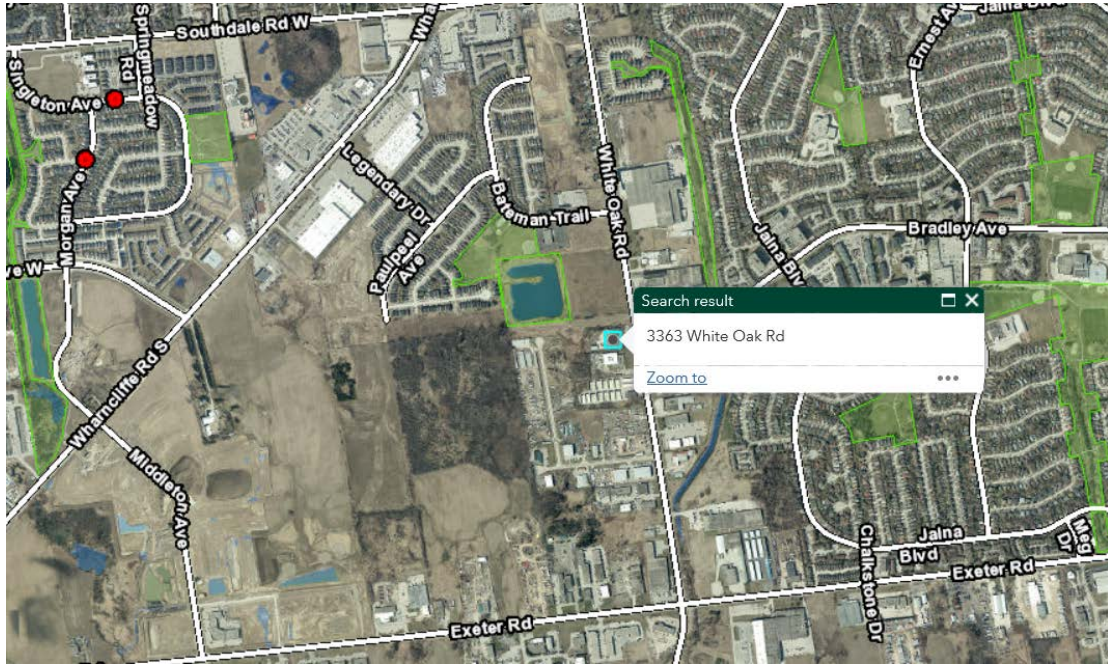
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Ed Holder, Mayor

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Catharine Saunders, City Clerk

# Location Map



3363 White Oak Road (Parent Parcel)



## Appendix "A" – Source of Financing

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20153  
November 2, 2020  
(Property Acquisition)

**RE: Partial Property Acquisition - 3363 White Oak Road - Bradley Avenue Extension Project  
Phase 2 Wharncliffe Road South to Jalna Boulevard  
(Subledger LD190077)  
Capital Project TS1523-2 - Bradley Ave Extension Phase 2 - Jalna to Wharncliffe  
Cars Canada PHA 3 GPSPE L.L.C.**

**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, 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 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	\$796,356	\$526,760		\$269,596
Land Purchase	1,770,000	8,955	137,263	1,623,782
Construction	750	750		0
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$2,567,106</u></b>	<b><u>\$536,465</u></b>	<b><u>\$137,263</u></b> 1)	<b><u>\$1,893,378</u></b>
 <b><u>SOURCE OF FINANCING</u></b>				
Drawdown from City Services - Roads Reserve Fund (Development Charges)	2) 2,567,106	536,465	137,263	1,893,378
<b>TOTAL FINANCING</b>	<b><u>\$2,567,106</u></b>	<b><u>\$536,465</u></b>	<b><u>\$137,263</u></b>	<b><u>\$1,893,378</u></b>

1) Financial Note:

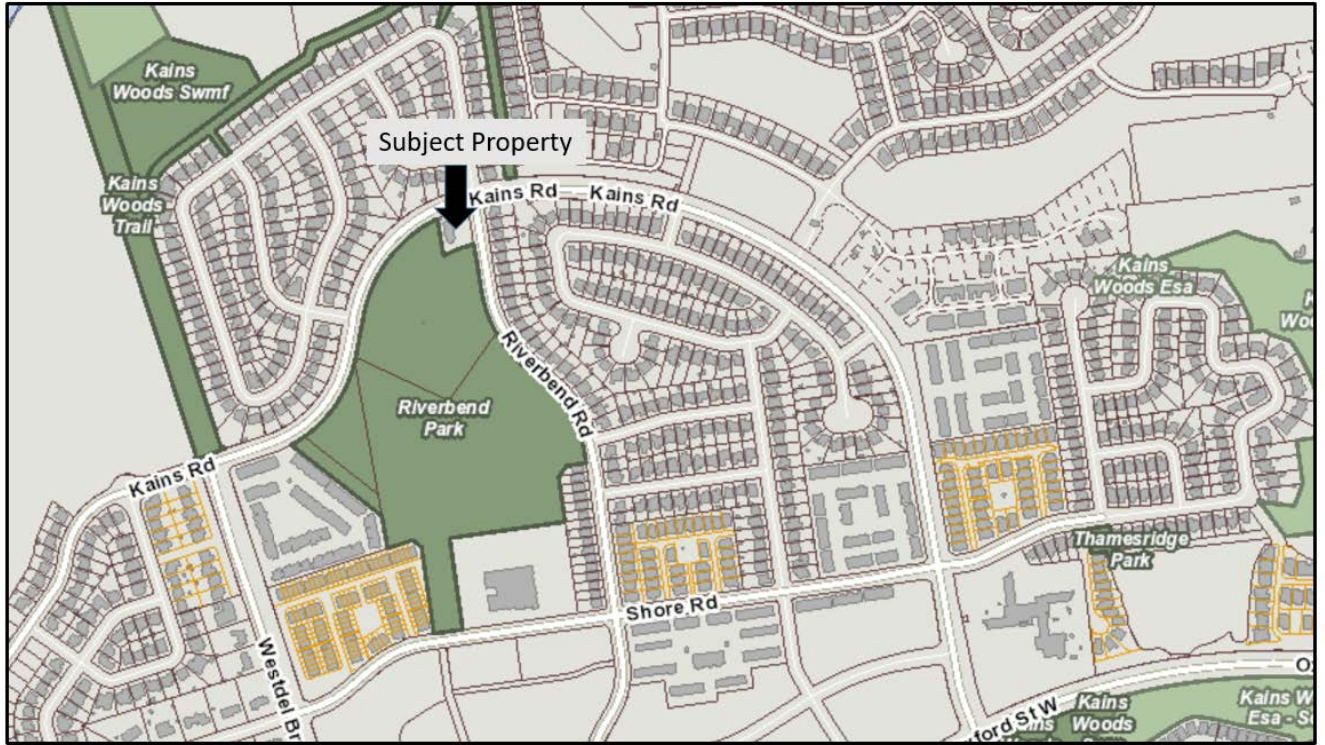
Purchase Cost	\$118,000
Add: Legal Fees/ Temporary Easement	16,000
Add: Land Transfer Tax	905
Add: HST @13%	17,420
Less: HST Rebate	(15,062)
Total Purchase Cost	<u>\$137,263</u>

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

kw

  
 Jason Davies  
 Manager of Financial Planning & Policy

Location Map



Aerial



## Appendix "A" Source of Financing Report

APPENDIX "A"  
CONFIDENTIAL

Chair and Members  
Corporate Services Committee

#20154  
November 2, 2020  
(Property Acquisition)

RE: Property Acquisition - 2201 Kains Road - River Bend Pumping Station Lands  
(Subledger 2476046)  
Capital Project PK273520 - Parkland Acquisition  
Capital Project ES5910 - UWRF Transition To CSRF - Sewer

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

Finance & Corporate Services confirms that a portion of the cost of this project cannot be accommodated within the financing available for it in the Capital Works Budget but can be accommodated with an additional drawdown from Parkland Reserve Fund, 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 project is:

<u>ESTIMATED EXPENDITURES</u>	<u>Approved Budget</u>	<u>Additional Funding</u>	<u>Revised Budget</u>	<u>Committed To Date</u>	<u>This Submission</u>
<b><u>PK273520 - Parkland Acquisition</u></b>					
Land Acquisition	\$837,386	\$131,458	\$968,844	\$837,386	\$131,458
City Related Expenses	80,000		80,000	80,000	0
	<u>917,386</u>	<u>131,458</u>	<u>1,048,844</u>	<u>917,386</u>	<u>131,458</u>
<b><u>ES5910 - UWRF Transition to CSRF Sewer</u></b>					
Land Acquisition	300,000		300,000		131,458
External Contractor	1,619,000		1,619,000		0
	<u>1,919,000</u>	<u>0</u>	<u>1,919,000</u>	<u>0</u>	<u>131,458</u>
<b>NET ESTIMATED EXPENDITURES</b>	<b><u>\$2,836,386</u></b>	<b><u>\$131,458</u></b>	<b><u>\$2,967,844</u></b>	<b><u>\$917,386</u></b> 1)	<b><u>\$262,916</u></b>

**SOURCE OF FINANCING**

<b><u>PK273520 - Parkland Acquisition</u></b>						
Drawdown from Parkland R.F.	2)	\$917,386	\$131,458	\$1,048,844	\$917,386	\$131,458
<b><u>ES5910 - UWRF Transition to CSRF Sewer</u></b>						
Drawdown from City Services - Wastewater R.F. (Development Charges)	3)	1,919,000		1,919,000		131,458
<b>TOTAL FINANCING</b>		<b><u>\$2,836,386</u></b>	<b><u>\$131,458</u></b>	<b><u>\$2,967,844</u></b>	<b><u>\$917,386</u></b>	<b><u>\$262,916</u></b>

1) **Financial Note:**

	<u>PK273220</u>	<u>ES5910</u>	<u>Total</u>
Purchase Cost	\$125,000	\$125,000	\$250,000
Add: Land Transfer Tax	1,113	1,113	2,226
Add: Due Diligence	3,125	3,125	6,250
Add: HST @13%	16,395	16,395	32,790
Less: HST Rebate	(14,175)	(14,175)	(28,350)
<b>Total Purchase Cost</b>	<b><u>\$131,458</u></b>	<b><u>\$131,458</u></b>	<b><u>\$262,916</u></b>

2) The additional funding is available as separate drawdown from the Parkland Reserve Fund. The uncommitted balance in the Parkland Reserve Fund will be approximately \$2.7 million with the approval of this project.

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

kw

  
 Kyle Murray  
 Director, Financial Planning & Business Support

APPENDIX "B"

AERIAL OF SUBJECT LANDS SHOWN AS PARCEL A



**APPENDIX "C"**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
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**CLASS 1 SALE**

THIS INDENTURE dated the \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**1666042 ONTARIO INC.**

Address: 2065 Piper Lane, London, Ontario, N5V 3S5

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in **Innovation Industrial Park Phase IV**, in the City of London, in the County of Middlesex, containing **3.0 acres**, more or less subject to survey, located on the north east corner of Boyd Court, and being composed of part of **Block 5, on Plan 33M-609, City of London**; and shown outlined in yellow and labelled Parcel A on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Two Hundred and Forty Thousand Dollars** **(\$240,000.00)**  
of lawful money of Canada calculated at the rate of

**Eighty Thousand Dollars** **(\$80,000.00)**  
per acre, with all normal municipal services available in the road allowance.

The Purchaser submits

**Twenty Four Thousand Dollars** (10% of purchase price) **(\$24,000.00)**  
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.

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**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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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 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. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.

11. 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.

12. 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.

13. 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.

14. 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.

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

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**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **30th day of November, 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.

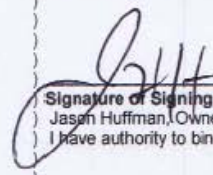
IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 10 day of OCTOBER, 2020.

SIGNED, SEALED & DELIVERED

in the presence of

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

} 1666042 ONTARIO INC.  
} Purchaser



\_\_\_\_\_  
Signature of Signing Officer  
Jason Huffman, 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 - "Aerial of The Land Outlined in Yellow"  
Schedule "D" attached - "Additional Terms and Conditions"

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

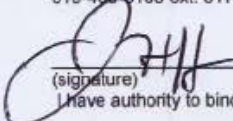
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**SCHEDULE "A"**

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

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR APPROVAL

Industrial Park Name & Phase & Section:	Innovation Industrial Park, Phase IV
Lot & Conc./Part No./Block, etc.; Acres:	PART BLOCK 5, ON PLAN 33M-609 (3.0 Acres)
Name, Address, Postal Code of Purchaser:	1666042 Ontario Inc. 2065 Piper Lane, London, Ontario, N5V 3S5
Local Company: <b>Yes</b> <b>No</b>	
Intended Use of Building - (Describe):	Research and Innovative design and advanced manufacturing of automation
Major Industrial Classification of User:	Manufacturing and Assembly
List of Products Manufactured/Handled:	Metal, Steel, and Aluminium
Number of Employees Anticipated:	18 - 20 (Full Time)
Number of Square Feet of Building Proposed:	30,000 sq. ft.
Number of Square Feet in Property Purchase:	130,680 sq. ft.
Proposed Building Coverage as % of Lot Area:	22.9 percent (22.9%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	None
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:	Brent Pickard Szemenyei MacKenzie Group 376 Richmond St. London, ON N6A 3C7
Telephone:	519-433-8155 ext. 317
Purchaser's Executive Completing this Form: Jason Huffman Owner, 1666042 Ontario Inc.	 (signature) I have authority to bind the Corporation

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

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

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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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 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (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 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
  - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
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 "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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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. 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.
  19. 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.
  20. The cost of service connections from the main to the property line is the responsibility of the purchaser.
  21. 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.
  22. 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.
-

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

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**SCHEDULE "C"**

**THE LAND**



**SUBJECT TO FINAL SURVEY**

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

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**SCHEDULE "D"**

ADDITIONAL TERMS AND CONDITIONS

Paramourncy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

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

Municipal Services and Roadway Easements

Subject to the Purchaser's right of review of the Vendor's easement requirements during the 'due diligence' period, following the closing of this transaction, the Purchaser will grant to the Vendor, for nominal consideration, servicing easements as may be required, and will be mutually acceptable to both parties. 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.

Reference Plan

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

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 3 acres multiplied by \$80,000 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 \$80,000 per acre.

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.

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

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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.

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.

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 five (5) business days of being requested to do so by the Purchaser.

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 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.

Survival of Conditions

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

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;

**APPENDIX "C" Cont'd**  
**AGREEMENT OF PURCHASE AND SALE**

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

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- 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.

**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.