



## Council Minutes

The 6th Meeting of City Council  
April 13, 2021, 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. Pelozo, A. Kayabaga, S. Hillier

Also Present: M. Ribera and C. Saunders  
Remote Attendance: L. Livingstone, G. Barrett, B. Card, C. Cooper, S. Corman, G. Kotsifas, J.P. McGonigle, K. Murray, K. Scherr, M. Schulthess, C. Smith, S. Stafford, A. Thompson, B. Warner, B. Westlake-Power and P. Yeoman.  
The meeting was called to order at 4:03 PM, with Mayor E. Holder in the Chair and all Members participating; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga, and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in the following matters:

Item 17 (2.14) of the 5th Report of the Civic Works Committee, having to do with the 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Water System, by indicating that he is an employee of the Middlesex London Health Unit.

Item 7 (4.3) of the 7th Report of the Strategic Priorities and Policy Committee, having to do with a request for research on the effects of public health restrictions in London during the COVID-19 emergency, by indicating that he is an employee of the Middlesex London Health Unit.

Councillor J. Helmer discloses a pecuniary interest in Item 15 (4.5) of the 6th Report of the Community and Protective Services Committee, having to do with the Capital and Operational Needs of Municipal Golf Courses in London, by indicating that his father is employed by the National Golf Course Owners Association.

Mayor E. Holder discloses a pecuniary interest in Item 22 (5.1) of the 5th Report of the Civic Works Committee, having to do with Item 4 of the Deferred Matters List, related to the properties at 745 and 747 Waterloo Street, by indicating that his daughter owns a business located at 745 Waterloo Street.

Councillor P. Van Meerbergen discloses a pecuniary interest in Item 2 (2.1) of the 6th Report of the Community and Protective Services Committee, having to do with the 1st Report of the Childcare Advisory Committee, by indicating that his spouse owns and operates a day care.

### 2. Recognitions

None.

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

None.

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

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. 133, being a by-law to confirm the proceedings of the Council Meeting held on the 13th day of April, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 – 6th 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)**

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

5.1 5th Meeting held on March 23, 2021

Motion made by: S. Lewis

Seconded by: M. Cassidy

That Minutes from the meeting held on March 23, 2021, 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)**

## **6. Communications and Petitions**

Motion made by: A. Hopkins

Seconded by: E. Pelozza

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

6.1 Public Notice policy (refer to Item 4 (4.1) of the 5th Report of the Corporate Services Committee).

6.2 Dundas Place - Temporary Bicycle Lanes (refer to Item 18 (2.17) of the 5th Report of Civic Works Committee).

6.3 Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (refer to Item 16 (3.2) of the 5th Report of the Planning and Environment Committee).

6.4 Application - 1414 Dundas Street (Z-9276) (refer to Item 17 (3.3) of the 5th Report of the Planning and Environment Committee).

6.5 Application - 101 Meadowlily Road (refer to Item 19 (3.5) of the 5th Report of the Planning and Environment Committee).

6.6 Masonville Draft Secondary Plan (O-8991) (refer to Item 25 (3.11) of the 5th Report of Planning and Environment Committee).

6.7 London's Housing First Emergency Youth Shelter (refer to Item 10 (3.1) of the 6th Report of the Community and Protective Services Committee).

6.8 Affordable Housing Units in London (refer to Item 14 (4.4) of the 6th Report of the Community and Protective Services Committee).

6.9 (ADDED) Operation of City Council (refer to Item 8 (4.4) of the 7th Report of the Strategic Priorities and Policy Committee).

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)**

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

None.

**8. Reports**

8.1 5th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 5th Report of the Corporate Services Committee BE APPROVED, excluding Items 6 (4.3) and 8 (4.5).

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 no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 2020 Compliance Report in Accordance with the Procurement of Goods and Services Policy

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2020 Compliance Report, in accordance with the Procurement of Goods and Services Policy:

a) as per the Procurement of Goods and Services Policy, Section 8.11 (c), an annual report of total payments where a supplier has invoiced the City a cumulative total value of \$100,000 or more in a calendar year, BE RECEIVED for information, attached to the above-noted staff report dated March 29, 2021 as Appendix "A";

b) the administrative contract awards for Professional Consulting Services with an aggregate total greater than \$100,000, as per Section 15.1 (g) of the Procurement of Goods and Services Policy, decentralized from Purchasing and Supply that have been reported to the Manager of Purchasing and Supply and have been reviewed for compliance to the Procurement of Goods and Services Policy, BE RECEIVED for information, attached to the above-noted staff report dated March 29, 2021 as Appendix "B";

c) the list of administrative contract awards for Tenders with a value up to \$3,000,000 that do not have an irregular result, as per Section 13.2 (c) of the Procurement of Goods and Services Policy, BE RECEIVED for information, attached to the above-noted staff report dated March 29, 2021 as Appendix “C”; and,

d) the City Treasurer, or delegate, BE DELEGATED authority to:

i) at any time, refer questions concerning compliance with the Procurement of Goods and Services Policy to the City’s internal auditor; and,

ii) ratify and confirm completed awards or purchases between \$15,000 and \$50,000 where the City Treasurer or delegate is of the opinion that the awards or purchases were in the best interests of the Corporation.

**Motion Passed**

3. (2.2) Procurement in Emergencies Update 3 – COVID -19

Motion made by: M. Cassidy

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, as per section 14.2 of the Procurement of Goods and Services Policy, a report of Emergency non-competitive individual purchases which exceed \$50,000 (pre-taxes), that the City has made from the date of September 9, 2020 to January 31, 2021 due to COVID-19, appended to the staff report dated March 29, 2021 as Appendix "A", BE RECEIVED for information.

**Motion Passed**

4. (4.1) Public Notice Policy - AnnaMaria Valastro

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to report back, as a part of the scheduled Council Policy review, with respect to the addition of a notice provision related to the establishment of city-management of newly created private parking lots in the Public Notice Policy; it being noted that the Corporate Services Committee received a communication from AM Valastro with respect to the Notice Policy.

**Motion Passed**

5. (4.2) Application – Issuance of Proclamation – Guillain-Barré Syndrome (GBS) and Chronic Inflammatory

Motion made by: M. Cassidy

That based on the application dated March 1, 2021, from GBS-CIDP Foundation of Canada, the month of May, 2021 BE PROCLAIMED Guillain-Barré Syndrome (GBS) and Chronic Inflammatory Demyelinating Polyneuropathy (CIDP) Awareness Month.

**Motion Passed**

7. (4.4) Application - Issuance of Proclamation - Intersex Awareness Day

Motion made by: M. Cassidy

That based on the application dated March 12, 2021, from Intersex London Canada, October 26, 2021 BE PROCLAIMED Intersex Awareness Day.

**Motion Passed**

6. (4.3) Application – Issuance of Proclamation – Southwestern Ontario Film Week

Motion made by: M. Cassidy

That based on the application dated February 3, 2021, from Forest City Film Festival, the week of October 17-24, 2021 BE PROCLAIMED Southwestern Ontario Film Week.

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)**

8. (4.5) Application - Issuance of Proclamation - World Press Freedom Day 2021

Motion made by: M. Cassidy

That the following actions be taken with respect to World Press Freedom Day:

a) based on the application dated March 17, 2021, from ink-stainedwretches.org, May 3, 2021 BE PROCLAIMED World Press Freedom Day;

b) the London City Council RECOGNIZE that a healthy, professional news media is essential to the proper functioning of democracy in the region and urges other municipal councils within the region and across Canada to recognize that a robust news media is essential to the proper functioning of democracy in their jurisdictions; endorses legislation and regulations to support and rejuvenate news outlets across Canada; and supports the federal government in passing legislation to ensure an ecosystem for a healthy news media to serve all Canadians; and,

c) this resolution BE FORWARDED to local M.P.s and M.P.P.s, the Federation of Canadian Municipalities and the Association of Municipalities of Ontario.

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)**

## 8.2 5th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 5th Report of the Civic Works Committee BE APPROVED, excluding Items 14 (2.8), 16 (2.13), 17 (2.14), 18 (2.17) and 22 (5.1).

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: E. Pelosa

Mayor E. Holder discloses a pecuniary interest in Item 5.1 of the 5th Report of the Civic Works Committee, having to do with Item 4 of the Deferred Matters List, related to the properties at 745 and 747 Waterloo Street, by indicating that his daughter owns a business located at 745 Waterloo Street.

Councillor S. Turner discloses a pecuniary interest in Item 2.14 of the 5th Report of the Civic Works Committee, having to do with the 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, by indicating that he is an employee of the Middlesex London Health Unit.

**Motion Passed**

### 2. (2.1) 2nd Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2nd Report of the Transportation Advisory Committee from its meeting held on February 23, 2021:

a) the following actions be taken with respect to the Annual New Sidewalk Program:

i) the Civic Administration BE REQUESTED to reinstate putting the Annual Warranted Sidewalk Program document and application on the City of London website; and,

ii) the presentation, dated February 23, 2021, from J. Bos, Technologist II, with respect to the Annual New Sidewalk Program, BE RECEIVED; and,

b) clauses 1.1, 3.1 to 3.4, 3.6, 3.7 and 4.1 BE RECEIVED.

**Motion Passed**

### 3. (2.2) 1st Report of the Waste Management Working Group

Motion made by: E. Pelosa

That the following actions be taken with respect to the 1st Report of the Waste Management Working Group, from its meeting held on March 16, 2021:

a) the following actions be taken with respect to the staff report dated March 16, 2021 with respect to the Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill:

- i) the release of the above-noted staff-report for review and comment by the Government Review Team, Indigenous Communities and the general public, BE SUPPORTED; it being noted that minor changes/revisions to the report may be made prior to the release; and,
  - ii) the above-noted staff report BE RECEIVED; and,
- b) clauses 1.1, 1.2, 3.1, 3.2, 4.2 and 4.3 BE RECEIVED.

**Motion Passed**

4. (2.3) Investing in Canada Infrastructure Program (ICIP) Public Transit Stream: Approval of Transfer Payment Agreement (Relates to Bill No. 134)

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the proposed by-law, as appended to the staff report dated March 30, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to:

- a) authorize and approve the Transfer Payment Agreement (TPA) for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream, as appended to the above-noted by-law, between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- c) delegate authority to approve further Amending Agreements to the Agreement. (2021-F11)

**Motion Passed**

5. (2.4) Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Federation of Canadian Municipalities' Municipal Asset Management Program Grant Application:

- a) the Civic Administration be directed to apply for a grant from the Federation of Canadian Municipalities' (FCM) Municipal Asset Management Program (MAMP) to assist with expenditures related to a watermain risk evaluation project; it being noted that, should the City of London be successful with its grant application, an external consultant, CANN Forecast Software Inc., will lead the project based on their workplan proposal, as appended to the above-noted staff report, and the City commits to undertake the

activities and associated costs proposed in its application to FCM; and,

b) the Mayor and the City Clerk be authorized to execute any contract or other documents, if required, to give effect to these recommendations. (2021-F11)

**Motion Passed**

6. (2.5) Contract Award: Tender RFT21-12 - 2021-2022 Infrastructure Renewal Program Contract 10 - Brydges Street, Swinyard Street, Muir Street Project (Relates to Bill No. 146)

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award Tender RFT21-12 for the 2021-2022 Infrastructure Renewal Program Contract 10 Brydges Street, Swinyard Street, Muir Street Project:

a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$5,843,421.36 (excluding HST), for Contract 10, Brydges Street, Swinyard Street, Muir Street, Infrastructure Renewal Program BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of five bids received and meets the City's specifications and requirements in all areas;

b) the engineering fees for resident inspection and contract administration for Archibald, Gray and McKay Engineering Ltd. (AGM) BE INCREASED by \$181,874.00 due to increased working days and contaminated soil conditions discovered during detailed design, in accordance with the estimates on file, to an upset total amount of \$741,774.00 (excluding HST), in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;

c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to amend By-law No. PS-113, being "A by-law to regulate traffic and the parking of motor vehicles in the City of London" to remove parking on Brydges Street to allow the introduction of new bike lanes on Bridges Street between Ashland Avenue and Highbury Avenue North;

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

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

f) the 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 (RFT21-12); 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. (2021-T10)

**Motion Passed**



7. (2.6) Contract Award: Tender RFT21-16 - 2021 Infrastructure Renewal Program - English Street and Lorne Avenue Reconstruction (Relates to Bill No. 147)

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award Tender RFT21-16 for the 2021 Infrastructure Renewal Program English Street and Lorne Avenue Reconstruction:

- a) the bid submitted by CH Excavating (2013), at its tendered price of \$3,773,382.95 (excluding HST), for the English Street and Lorne Avenue Infrastructure Renewal Program Project, BE ACCEPTED; it being noted that the bid submitted by CH Excavating (2013) was the lowest of six (6) bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd., BE AUTHORIZED to carry out the resident inspection and contract administration for the above-noted project in accordance with the estimate, on file, at an upset amount of \$389,141.50 (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to amend By-law No. PS-113, being "A By-law to regulate traffic and the parking of motor vehicles in the City of London", to reflect the proposed changes to the English Street on-street parking limits;
- d) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- e) the Civic Administration BE AUTHORIZED to undertake all 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 (RFT21-16); 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. (2021-T10)

**Motion Passed**

8. (2.7) 2021 Renew London Infrastructure Construction Program and 2020 Review

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 30, 2021, with respect to the 2021 Renew London Infrastructure Construction Program and 2020 Review, BE RECEIVED; it being noted that a communication, as appended to the Added Agenda, from C. Butler, with respect to this matter, was received. (2021-T04)

**Motion Passed**

9. (2.9) Contract Award: RFT21-11 - 2021 Infrastructure Renewal Program - Burlington Street and Paymaster Avenue

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Contract Award RFT21-11 for the 2021 Infrastructure Renewal Program Burlington Street and Paymaster Avenue:

- a) the bid submitted by J-AAR Excavating Limited, at its tendered price of \$3,620,251.92 (excluding HST), for the Burlington Street and Paymaster Avenue project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of eleven bids received and meets the City's specifications and requirements in all areas;
- b) AECOM Canada Ltd, BE AUTHORIZED to carry out the resident inspection and contract administration for the Burlington Street and Paymaster Avenue project, in accordance with the estimate on file, at an upset amount of \$276,894.20, including 10% contingency (excluding HST), in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all 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 (RFT21-11); 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. (2021-T04)

**Motion Passed**

10. (2.10) Appointment of Consulting Engineer for Construction Administration Services - 2021 Infrastructure Renewal Program - Talbot Street

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Appointment of Consulting Engineer for Construction Administrative Services for the 2021 Infrastructure Renewal Program Talbot Street:

- a) R.V. Anderson Associates Limited, BE AUTHORIZED to carry out the resident inspection and contract administration for the Talbot Street project in accordance with the estimate on file, at an upset amount of \$309,524.60, including 10% contingency (excluding HST), in accordance with Section 15.2 (g) 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 above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; 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. (2021-T04)

**Motion Passed**

11. (2.11) Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement (Relates to Bill No's. 135 and 136)

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Adelaide Street Underpass Project: Subway Construction Agreement and Crossing and Maintenance Agreement:

- a) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:
  - i) authorize and approve the Agreement, as appended to the above-noted by-law, being a Subway Construction Agreement between the Canadian Pacific Railway Company and The Corporation of the City of London, for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario, within Adelaide Street; and,
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:
  - i) authorize and approve the Agreement, as appended to the above-noted by-law, being a Crossing and Maintenance Agreement between the Canadian Pacific Railway Company and The Corporation of the City of London, for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario, within Adelaide Street; and,
  - ii) authorize the Mayor and the City Clerk to execute the above-noted Agreement. (2021-T10)

**Motion Passed**

12. (2.15) Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, and with the support of the Waste Management Working Group, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Draft Environmental Assessment Study Report for the Expansion of the W12A Landfill:

- a) the above-noted staff report BE RECEIVED;
- b) the above-noted staff report BE CIRCULATED for review and comment by the Government Review Team, Indigenous Communities, stakeholders and the general public from April 20, 2021 to May 19, 2021 or longer;
- c) the Civic Administration BE DIRECTED to consider the feedback from the above-noted consultation and revise the report Draft Environmental Assessment of the Proposed W12A Landfill Expansion, City of London as appropriate; and,
- d) in accordance with Council Policy, the revised report, noted in part c), above, BE POSTED on the City of London's website at least 30 days prior to a public participation meeting to be held by the Civic Works Committee, to consider the revised report. (2021-E07)

**Motion Passed**

13. (2.16) Proposed Expansion of the W12A Landfill Site - Updated Environmental Assessment Engineering Consulting Costs

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Expansion of the W12A Landfill Site and Updated Environmental Assessment Engineering Consulting Costs:

- a) Golder Associates Ltd. BE APPOINTED to carry out additional technical analyses and engagement with stakeholders including addressing technical questions from the Government Review Team as part of the Individual Environmental Assessment process for the proposed expansion of the W12A Landfill, in the total amount of \$189,085 including a contingency of \$50,000 and excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) AECOM Canada Ltd. BE APPOINTED to carry out additional technical analysis and engagement with stakeholders, including addressing technical questions from the Government Review Team, as part of the Individual Environmental Assessment process for the proposed expansion of the W12A Landfill, in the total amount of \$17,769 including a contingency of \$4,000 and excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) the financing for the above-noted work BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases; 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. (2021-E07)

**Motion Passed**

15. (2.12) Cycling and Transportation Demand Management Upcoming Projects

Motion made by: E. Pelosa

That, the on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the following actions be taken with respect to the staff report dated March 30, 2021, related to Cycling and Transportation Demand Management Upcoming Projects:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE AUTHORIZED to set a minimum of 250 e-scooters to be placed in the Request for Proposals for an e-scooter Pilot Project as part of a potential combined bike share and e-scooter share micromobility project; and,
- c) the Civic Administration BE DIRECTED to prepare a plan and initiate a process to determine how a Cargo e-Bike Pilot Project might be undertaken in London including the advantages and disadvantages of a program, key stakeholder input, potential restrictions on where cargo e-bikes may be used and parked, other operating and safety parameters, amendments that would be required to City by-laws, and seek community input. (2021-T05)

**Motion Passed**

19. (4.1) 2nd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 2nd Report of the Cycling Advisory Committee, from its meeting held on March 17, 2021:

- a) the following actions be taken with respect to the Notice of Revised Application and Notice of Public Meeting, dated March 11, 2021, from L. Davies Snyder, Planner II, related to Official Plan and Zoning By-law Amendments for the property located at 1153-1155 Dundas Street:
  - i) the Civic Administration BE REQUESTED to consider adding a provision for 10 covered bicycle parking spaces in a corral format; and,
  - ii) the above-noted Notice BE RECEIVED;
- b) the following actions be taken with respect to the Public Meeting Notice, dated March 10, 2021, from S. Wise, Senior Planner, related to an Official Plan Amendment for the Masonville Secondary Plan:
  - i) S. Wise, Senior Planner or delegate, BE REQUESTED to attend the next CAC meeting, to provide additional details on the above-noted Notice; and,
  - ii) the above-noted Notice BE RECEIVED; and,

c) clauses 1.1, 1.2, 2.1 to 2.3, 3.1 to 3.4, 5.1 and 5.2 BE RECEIVED.

**Motion Passed**

20. (4.2) Imperial Road Sidewalk

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to report back to a future meeting of the Civic Works Committee with the results of the photometric study on Imperial Road and the detailed design of the proposed sidewalk on the east side of Imperial Road prior to tendering or commencing work; it being noted that a communication, dated March 24, 2021, from Councillor M. Cassidy, with respect to this matter, was received.

**Motion Passed**

21. (4.3) Reallocation of Sidewalk Construction Funds

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to transfer any budgetary savings resulting from proposed sidewalk infrastructure being removed from the related 2021 road reconstruction projects to the new sidewalk construction program; it being noted that a communication, appended to the Added Agenda, from Councillor M. van Holst, with respect to this matter, was received.

**Motion Passed**

14. (2.8) Automated Speed Enforcement - Spring 2021 Update

Motion made by: E. Pelosa

That the Civic Administration BE DIRECTED to proceed with the implementation of the Automated Speed Enforcement (ASE) program; it being noted that the staff report, dated March 30, 2021, with respect to this matter, was received. (2021-T08)

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. Pelosa, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

**Motion Passed (14 to 1)**

16. (2.13) Green Bin Program Design - Community Engagement Feedback

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated March 30, 2021, related to the Green Bin Program Design and Community Engagement Feedback:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE AUTHORIZED to undertake a Request for Proposals procurement process to:
  - i) select a company or companies to supply a kitchen container for indoor use to recover organics;
  - ii) select a company or companies to supply and deliver to London homes a Green Bin curbside container (approximate size 45 litres); and,
  - iii) select a company or companies to supply and deliver a larger Green Bin curbside container (approximate size 80 litres or 120 litres), potentially for use in some townhome complexes where a smaller Green Bin is not practical;
- c) the Civic Administration BE AUTHORIZED to undertake the Request for Proposals procurement process for a Green Bin material processor(s) that can compost and/or anaerobically digest:
  - i) mix #1 - food waste, non-recyclable/soiled paper, cooking oils and grease, and household plants; and/or,
  - ii) mix #2 - food waste, non-recyclable/soiled paper, cooking oils and grease, household plants and pet waste (e.g., dog, cat, other);
 it being noted that processors will have to clearly state what types of products will be created (e.g., compost categories AA, A, B, digestate, renewable natural gas, electricity, etc.) as well as describe the final end uses for these products;
- d) the Civic Administration BE AUTHORIZED to design a Green Bin program that permits the use of the following liners, if a liner is deemed necessary by the household:
  - i) newsprint/household paper;
  - ii) purchased paper liners/bags; and,
  - iii) purchased certified compostable bag liners;
 it being noted that should mix #2 be selected, all pet waste must contained inside a purchased certified compostable bag (leak free and tied tightly) to be an eligible item for the Green Bin;
- e) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee on the outcome of the procurement processes and provide details on the preferred mix of materials to collect in the Green Bin and any final design adjustments based on new information; and,
- f) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by September 2021 on municipal programs options, advantages, disadvantages and estimated costs to address bi-weekly garbage concerns (2021-E07)

Motion made by: E. Pelosa

The motion to approve part a) is put:

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer the following actions be taken with respect to the staff report dated March 30, 2021, related to the Green Bin Program Design and Community Engagement Feedback:

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

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)**

Motion made by: M. van Holst  
Seconded by: P. Van Meerbergen

That Item 16 (2.13) of the 5th Report of the Civic Works Committee, having to do with the Green Bin Program Design – Community Engagement Feedback BE REFERRED to the May 11, 2021 meeting of the Civic Works Committee for further consideration.

Yeas: (4): M. van Holst, M. Salih, P. Van Meerbergen, and S. Hillier

Nays: (11): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

**Motion Failed (4 to 11)**

Motion made by: E. Pelozza

The motion to approve the balance of the Item is put:

- b) the Civic Administration BE AUTHORIZED to undertake a Request for Proposals procurement process to:
  - i) select a company or companies to supply a kitchen container for indoor use to recover organics;
  - ii) select a company or companies to supply and deliver to London homes a Green Bin curbside container (approximate size 45 litres); and,
  - iii) select a company or companies to supply and deliver a larger Green Bin curbside container (approximate size 80 litres or 120 litres), potentially for use in some townhome complexes where a smaller Green Bin is not practical;
- c) the Civic Administration BE AUTHORIZED to undertake the Request for Proposals procurement process for a Green Bin material processor(s) that can compost and/or anaerobically digest:
  - i) mix #1 - food waste, non-recyclable/soiled paper, cooking oils and grease, and household plants; and/or,
  - ii) mix #2 - food waste, non-recyclable/soiled paper, cooking oils and grease, household plants and pet waste (e.g., dog, cat, other);it being noted that processors will have to clearly state what types of products will be created (e.g., compost categories AA, A, B, digestate, renewable natural gas, electricity, etc.) as well as describe the final end uses for these products;
- d) the Civic Administration BE AUTHORIZED to design a Green Bin program that permits the use of the following liners, if a liner is deemed necessary by the household:
  - i) newsprint/household paper;
  - ii) purchased paper liners/bags; and,
  - iii) purchased certified compostable bag liners;

it being noted that should mix #2 be selected, all pet waste must be contained inside a purchased certified compostable bag (leak free and tied tightly) to be an eligible item for the Green Bin;

- e) the Civic Administration BE DIRECTED to report back at a future meeting of the Civic Works Committee on the outcome of the



procurement processes and provide details on the preferred mix of materials to collect in the Green Bin and any final design adjustments based on new information; and,

f) the Civic Administration BE DIRECTED to report back to the Civic Works Committee by September 2021 on municipal programs options, advantages, disadvantages and estimated costs to address bi-weekly garbage concerns (2021-E07)

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

Nays: (2): M. van Holst, and P. Van Meerbergen

**Motion Passed (13 to 2)**

17. (2.14) 2020 Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System

Motion made by: E. Pelozo

That, on the recommendation of the Managing Director, Environmental and Engineering Services and City Engineer, the staff report dated March 30, 2021, with respect to the Ministry of the Environment, Conservation and Parks Inspection of the City of London Drinking Water System, BE RECEIVED. (2021-E13)

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. Pelozo, A. Kayabaga, and S. Hillier

Recuse: (1): S. Turner

**Motion Passed (14 to 0)**

18. (2.17) Dundas Place - Temporary Bicycle Lanes (Relates to Bill No's. 148 and 149)

Motion made by: E. Pelozo

That the following actions be taken with respect to the staff report dated March 30, 2021, related to Temporary Bicycle Lanes on Dundas Place:

a) Option 1, being Bi-directional Bicycle Lanes, BE FORWARDED to Municipal Council for consideration at the meeting to be held on April 13, 2021; it being noted that the attached draft by-law will implement this option; and,

b) the above-noted staff report BE RECEIVED;

it being noted that the following items, as appended to the Added Agenda, with respect to this matter, were received:

- a communication, dated March 25, 2021, from A. Walsh;
- a communication from D. Hall, London Cycle Link; and,
- a communication, dated March 29, 2021, from J. Cameron. (2021-T05)

At 4:56 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 4:57 PM, Mayor E. Holder resumes the Chair and Deputy J. Morgan takes his seat at the Council Board.

Motion made by: E. Pelosa

The motion to approve part a) is put:

That the following actions be taken with respect to the staff report dated March 30, 2021, related to Temporary Bicycle Lanes on Dundas Place:

a) Option 1, being Bi-directional Bicycle Lanes, BE FORWARDED to Municipal Council for consideration at the meeting to be held on April 13, 2021; it being noted that the ~~attached~~ draft by-law will implement this option; and,

Yeas: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelosa, and A. Kayabaga

Nays: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

**Motion Failed (7 to 8)**

Motion made by: S. Lewis

Seconded by: P. Squire

The Civic Administration BE DIRECTED to bring forward the necessary by-laws to the May 4, 2021 meeting of Municipal Council to operationalize Option #3, Traffic Diversions, with respect to Dundas Place temporary bicycle lanes, with components of physical barriers being included in the plan.

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

Nays: (1): A. Hopkins

**Motion Passed (14 to 1)**

Motion made by: E. Pelosa

Seconded by: P. Squire

The motion to approve the motion, as amended, is put.

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)**

Item 18 (2.17), as amended, reads as follows:

That the following actions be taken with respect to the staff report dated March 30, 2021, related to Temporary Bicycle Lanes on Dundas Place:

a) the Civic Administration BE DIRECTED to bring forward the necessary by-laws to the May 4, 2021 meeting of Municipal Council to operationalize Option #3, Traffic Diversion, with respect to

Dundas Place temporary bicycle lanes, with components of physical barriers being included in the plan; and,

b) the above-noted staff report BE RECEIVED;

it being noted that the following items, as appended to the Added Agenda, with respect to this matter, were received:

- a communication, dated March 25, 2021, from A. Walsh;
- a communication from D. Hall, London Cycle Link; and,
- a communication, dated March 29, 2021, from J. Cameron. (2021-T05)

22. (5.1) Deferred Matters List

Motion made by: E. Pelozo

That the Civic Works Committee Deferred Matters List, as at March 22, 2021, BE RECEIVED.

Yeas: (14): 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

Recuse: (1): Mayor E. Holder

**Motion Passed (14 to 0)**

8.3 5th Report of the Planning and Environment Committee

At 5:28 PM, Councillor M. Salih leaves the meeting.

Motion made by: P. Squire

That the 5th Report of the Planning and Environment Committee BE APPROVED, excluded items 17 (3.3), 19 (3.5) and 26 (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: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 1st Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on February 24, 2021:

a) the following actions be taken with respect to the Notice of Planning Application, dated February 10, 2021, from S. Meksula,

Senior Planner, related to a Draft Plan of Subdivision Official Plan and Zoning By-law Amendment for the properties located at 14 Gideon Drive and 2012 Oxford Street West:

- i) the above-noted Notice BE DEFERRED to the next Trees and Forests Advisory Committee (TFAC) meeting; and,
- ii) S. Meksula, Senior Planner or delegate, BE INVITED to attend the next TFAC meeting, to give clarification and provide additional details on the above-noted Notice; and,
- b) clauses 1.1 and 1.2, 3.1, 3.2 and 3.4, 5.1 to 5.4, inclusive, BE RECEIVED for information.

**Motion Passed**

3. (2.2) 2nd Report of the Advisory Committee on the Environment

Motion made by: P. Squire

That, the following actions be taken with respect to the 2nd Report of the Advisory Committee on the Environment, from its meeting held on March 3, 2021:

- a) the revised Discussion Primer for the Climate Emergency Action Plan - 2020 document, approved by the members of the Advisory Committee on the Environment (ACE), as appended to the ACE Report, BE FORWARDED to the Civic Administration for review; and,
- b) clauses 1.1 and 1.2, 3.1 to 3.3, inclusive, 4.1 and 5.2, BE RECEIVED for information.

**Motion Passed**

4. (2.3) 1st Report of the Agricultural Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 1st Report of the Agricultural Advisory Committee, from its meeting held on March 17, 2021:

- a) the Urban Agricultural Steering Committee BE ADVISED that Steve Twynstra will act as the Agricultural Advisory Committee representative on the Urban Agricultural Steering Committee; and,
- b) clauses 1.1 and 1.2, 2.1, 3.1 to 3.5, inclusive, 5.2 to 5.5, inclusive, BE RECEIVED for information.

**Motion Passed**

5. (2.4) Bill 229 and Ontario's Flooding Strategy

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, the staff report dated March 29, 2021 entitled "Bill 229, *Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020*, and Ontario's Flooding Strategy" BE RECEIVED for information. (2021-S08/D03)

**Motion Passed**

6. (2.5) Affordable Housing Community Improvement Plan – Loan Agreements – Delegated Authority By-laws (Relates to Bill No's. 139 and 140)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, the following actions be taken with respect to the Affordable Housing Community Improvement Plan:

a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", being "A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021; and,

b) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "B", being "A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021. (2021-S11)

**Motion Passed**

7. (2.6) Application - 122 Base Line Road West (H-9306) (Relates to Bill No. 155)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Housing Development Limited, relating to the property located at 122 Base Line Road West, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 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 Bonus Residential R8 (h-5 \*R8-3\*B-69) Zone TO a Bonus Residential R8 (R8-3\*B-69) Zone to remove the "h-5" holding provision. (2021-D09)

**Motion Passed**

8. (2.7) Application - 2725 Asima Drive (33M-699, Block 53) (P-9282) (Relates to Bill No. 141)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application by Rockwood Homes, the

proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to exempt Block 53, 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. (2021-D25)

### Motion Passed

9. (2.8) Application - 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 and 3) (P-9304)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Prosperity Homes, to exempt Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the *Planning Act*, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at a future Municipal Council meeting, to exempt Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*, it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-6(10)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, front yard setback, garage front yard setback and garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 1, Plan 33M-765, RP 33R-20777 Parts 2 & 3 as noted in clause a) above:
  - i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
  - ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
  - iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
  - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
  - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there

be further division of property contemplated as a result of the approval of the reference plan;

vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;

vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;

viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;

ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;

x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;

xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;

xii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the by-law affecting the Lots/Block in question. (2021-D25)

### **Motion Passed**

10. (2.9) Application - 3964 Mia Avenue (33M-765, Block 2) (P-9305)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Prosperity Homes to exempt Block 2, Plan 33M-765 from Part-Lot Control:

a) pursuant to subsection 50(7) of the *Planning Act, R.S.O. 1990, c. P. 13*, the proposed revised by-law appended to the Planning and Environment Committee Added Agenda, BE INTRODUCED at a future Municipal Council meeting, to exempt Block 2, Plan 33M-765 from the Part-Lot Control provisions of subsection 50(5) of the said *Act*; it being noted that these lands are subject to registered subdivision agreements and are zoned Residential R4 Special Provision (R4-6(10)) in Zoning By-law No. Z.-1, which permits street townhouses, with special provisions regulating lot frontage, front yard setback, garage front yard setback and garages shall not project beyond the façade of the dwelling or façade (front face) of any porch, and shall not occupy more than 50% of lot frontage;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 2, Plan 33M-765 as noted in clause a) above:

- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
- ii) the applicant submit a draft reference plan to the Development Services for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
- iii) the applicant submits to the Development Services a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
- iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
- v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the block should there be further division of property contemplated as a result of the approval of the reference plan;
- vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Development Services that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Development Services of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question. (2021-D25)

**Motion Passed**



11. (2.10) Application - 3087 White Oak Road, Block 73 (H-9271)  
(Relates to Bill No. 156)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application of Whiterock Village Inc., relating to the property located at 3112 Petty Road, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of 3112 Petty Road (formally known as 3087 White Oak Road) FROM a Holding Residential R6 Special Provision (h\*h-71\*h-100\*h-161\*h-227\*R6-5(58)) Zone TO a Residential R6 Special Provision (R6-5(58))Zone to remove the h, h-71, h-100, h-161 and h-227 holding provisions. (2021-D29)

**Motion Passed**

12. (2.11) Application - 3493 Colonel Talbot Road – Silverleaf Subdivision Phase 2 – Special Provisions

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and 2219008 Ontario Limited for the subdivision of land over Part of Lot 75, West of the North Branch of the Talbot Road (Geographic Township of Westminster), City of London, County of Middlesex, situated on the south side of Pack Road, west of Colonel Talbot Road, municipally known as 3493 Colonel Talbot Road.

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and 2219008 Ontario Limited for the Silverleaf Subdivision, Phase 2 (39T-14504-2) appended to the staff report dated March 29, 2021 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 March 29, 2021 as Appendix "B"; and,

c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2021-D12)

**Motion Passed**

13. (2.12) 2021 Post-Development Environmental Impact Study Monitoring

Motion made by: P. Squire

That, on the recommendation of the Managing Director, Development & Compliance Services and Chief Building Official, the staff report dated March 29, 2021 entitled "2021 Post-Development Environmental Impact Study Monitoring" BE RECEIVED for information. (2021-D12)

**Motion Passed**

14. (2.13) Building Division Monthly Report for January 2021

Motion made by: P. Squire

That the Building Division Monthly Report for January 2021 BE RECEIVED for information. (2021-A23)

**Motion Passed**

15. (3.1) Downtown Community Improvement Plan - Performance Measures and Indicators of Success (O-9286) (Relates to Bill No. 142)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, the proposed by-law appended to the staff report dated March 29, 2021, as Appendix "A", being "A by-law to amend the Downtown Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from C. Butler, by email, with respect to this matter;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment conforms with the Planning Act, as the loan and grant programs meet the requirements set out in Section 28 related to community improvement;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement; and,
- the recommended amendment conforms to the policies of Our Move Forward: London's Downtown Plan and the Downtown Community Improvement Plan. (2021-D19)

**Motion Passed**

16. (3.2) Old East Village Community Improvement Plan - Performance Measures and Indicators of Success (O-9285) (Relates to Bill No. 143)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, the proposed by-law, appended to the staff report dated March 29, 2021, as Appendix "A", being "A by-law to amend the Old East Village Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from C. Butler, by email, 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 recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and, where possible, enhancing the vitality and viability of downtowns and mainstreets;
- the recommended amendment conforms with the Planning Act, as the loan and grant programs meet the requirements set out in Section 28 related to community improvement;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement; and,
- the recommended amendment conforms to the policies of the Old East Village Dundas Street Corridor Secondary Plan and the Old East Village Community Improvement Plan. The recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities, and,
- the recommended amendment conforms to the policies of the Old East Village Dundas Street Corridor Secondary Plan and the Old East Village Community Improvement Plan. (2021-D19)

**Motion Passed**

18. (3.4) Application - 1870 Aldersbrook Gate 39CD-20514

Motion made by: P. Squire

That, 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 1870 Aldersbrook Gate;

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. (2021-D07)

**Motion Passed**

20. (3.6) Application - 1153-1155 Dundas Street (O-9207 / Z-9198)  
(Relates to Bill No's. 144 and 158)

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the following actions be taken with respect to the application of Zelinka Priamo Ltd., relating to the property located at 1153-1155 Dundas Street:

a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend the Official Plan to change the designation of the subject lands FROM a Light Industrial (LI) designation TO a Main Street Commercial Corridor (MSCC) designation; and,

b) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "B", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Light Industrial 2 (LI2) Zone TO a Business District Commercial Special Provision (BDC(\_)) Zone; and,

c) it being noted that Site Plan matters have been raised through the application review process for consideration by the Site Plan Approval Authority;

it being pointed out that the Planning and Environment Committee reviewed and received a staff presentation 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 these applications for the following reasons:

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: accommodating an appropriate range and mix of employment; promoting economic development and competitiveness; supporting long-term economic prosperity; promoting the vitality and regeneration of settlement areas; supporting and promoting active transportation, transit-supportive land uses; supporting energy conservation, improved air quality, reduced greenhouse gas emissions (GHGs) and climate change adaptation; supporting and promoting intensification and redevelopment to utilize existing services; and, conserving built heritage resources and cultural heritage landscapes;
- the recommended amendment to Zoning By-law Z.-1 conforms to the Main Street Commercial Corridor policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the Rapid Transit Corridor Place Type polices of The London Plan and implements Key Directions of the Plan;
- the adaptive re-use of the subject lands supports Council's commitment to reducing and mitigating climate change by making efficient use of existing infrastructure, focusing intensification and growth in already-developed areas, and re-using/adapting an existing structure;
- the adaptive re-use of the existing building supports the conservation and enhancement of a listed heritage building in an area identified in Heritage Places 2.0 as having potential to be a Heritage District; and,
- the subject lands are an appropriate location for a mixed-use development. The recommended amendments are consistent with and appropriate for the site and context and will support with developing opportunities for cultural and economic activity both on the site and in the area and will provide a transit-supportive development. (2021-D08)

**Motion Passed**

21. (3.7) Temporary Outdoor Patio Expansion (Z-9300) (Relates to Bill No. 159)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and City Planner, based on the application by The Corporation of the City of London, relating to seasonal outdoor patios, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend the Zoning By-law Z.-1 to add regulations related to Seasonal Outdoor Patios;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 23, 2021 from D. Szpakowski, CEO & General Manager, Hyde Park Business Improvement Association, with respect to this matter;

it being noted that no individuals spoke at the public participation meeting associated with this matter;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the vitality and regeneration of settlement areas as critical to the long-term economic prosperity of communities;
- the recommended amendment is consistent with the 1989 Official Plan, which encourages the management of land and resources to promote economic development; and,
- the recommended amendment is consistent with The London Plan, which encourages economic revitalization and enhancing the business attraction potential of urban main streets. (2021-D09)

**Motion Passed**

22. (3.8) Application - 1478 Westdel Bourne 39T-20503 (Z-9278) (Relates to Bill No. 160)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by Townline Orchard Property Ltd., relating to the lands located at 1478 Westdel Bourne:

- a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR3 Zone TO a Holding Residential R1 (h•R1-4) Zone; a Holding Residential R1 (h•R1-5) Zone; a Holding Residential R6 Special Provision / Residential R8 Special Provision (h•h-54•h-209•R6-5( )/R8-4( )) Zone; a Holding Residential R4 Special Provision / Residential R5 Special Provision / Residential R6 Special Provision / Residential R8 Special Provision (h•h-54•h-209•R4-6(11)/R5-7(9)/R6-5(61)/R8-3(5)) Zone; and an Open Space OS1 Zone;

b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Draft Plan of Subdivision submitted by Townline Orchard Property Ltd. relating to the lands located at 1478 Westdel Bourne:

- i) traffic control,
- ii) noise and lighting concerns;

c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision as submitted by Townline Orchard Property Ltd., prepared by Stantec (Project No. 161413921 Drawing No. 1), certified by Robert Wood O.L.S., dated October 13, 2020, as red-line revised, which shows a total of 39 low density residential single detached lots, 2 medium density residential blocks, 1 future development block, 1 park block, 1 road widening block, and 2 reserve blocks, served by 2 new streets being the extensions of Fountain Grass Drive and Upper West Avenue, SUBJECT TO the conditions contained in Appendix "B" appended to the staff report dated March 29, 2021;

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated March 25, 2021 from H. Froussios, Zelinka Priamo Ltd., 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 draft plan of subdivision and zoning amendment is consistent with the Provincial Policy Statement (PPS), 2020, as it achieves objectives for efficient and resilient development and land use patterns. It represents development of low and medium density forms of housing, including single detached dwelling lots, townhouse and cluster forms of housing, and low-rise apartment buildings taking place within the City's urban growth area and within an area for which a secondary plan has been approved to guide future community development. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allow for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and increases community connectivity;
- the proposed draft plan of subdivision and zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the proposed draft plan of subdivision and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential, Multi-Family, Medium Density Residential, and Open Space designations;
- the proposed draft plan of subdivision and zoning conforms to the Riverbend South Secondary Plan, its vision and its principles of connecting the community (through a multi-use pathway, pedestrian connections and street network), providing a range of residential housing types and densities (from single detached dwellings to townhouses and low-rise apartment buildings), promoting healthy living and active transportation (neighbourhood park for passive recreation and a highly connected cycling and pedestrian network), and promoting environmental sustainability (diversity of uses, density and street pattern to facilitate viable public transit); and,

- the proposed draft plan of subdivision and zoning represents the third and final phase of the Riverbend South community. In terms of use, form and intensity the proposed subdivision plan is considered appropriate and consistent with the Council-approved plan for guiding community development. (2021-D09)

### Motion Passed

23. (3.9) 3080 Bostwick Road - 39T-18502 (Z-8931) (Relates to Bill No. 161)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application by 731675 Ontario Limited (York Developments Inc.), relating to the lands located at 3080 Bostwick Road:

- a) the proposed by-law appended to the staff report dated March 29, 2021 as Appendix 'A', BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Urban Reserve UR4 Zone and an Environmental Review ER Zone TO a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-( )•H45) Zone; a Holding Residential R9 Bonus (h•h-100•h-221•h-222•R9-7•B-( )•H45) Zone; an Open Space OS2 Zone; an Open Space OS4 Zone; and an Urban Reserve UR Special Provision (UR4( )) Zone;

the Bonus Zone applying to Block 2 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of a 189 unit residential apartment building with a maximum height of 18 storeys, and sixteen (16) stacked townhouse dwelling units with a maximum height of 15 metres, and a maximum overall density of 205 units per hectare, which generally implements in principle the site concept and elevation plans appended to the staff report dated March 29, 2021 as Schedule "1" to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

- i) high quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road;
- ii) underground parking to reduce surface parking requirements. Surface parking spaces are to be largely dedicated for visitor parking;
- iii) large caliper boulevard tree planting with a minimum 100 mm caliper and a minimum distance of 10 m between tree planting for the extent of the site frontage for Bostwick Road and both sides of Street A as early as site construction allows;
- iv) construction of one accessible electric vehicle charging station located on the Bostwick Community Centre lands or in a publically accessible location of Block 2;
- v) construction of one transit shelter along the Bostwick Road frontage, or the commensurate financial equivalent for the feature;
- vi) construction of ten (10) publicly accessible bicycle share facilities/spaces;

the Bonus Zone applying to Block 6 in the proposed plan of subdivision shall be enabled through one or more agreements to facilitate the development of two (2) residential apartment buildings having a total of 387 dwelling units, with a maximum height of 17 storeys, and a maximum density of 320 units per hectare, which generally implements in principle the site concept and elevation plans attached as Schedule "2" to the amending by-law, with further refinements to occur through the site plan approval process, in return for the following facilities, services and matters:

A) Provision of Affordable Housing

- i) the affordable housing shall consist of a total of thirty (30) rental apartment dwelling units, which shall include nineteen (19) one-bedroom units and eleven (11) two-bedroom units;
- ii) rents shall be set at 85% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
- iii) the period of affordability will be identified as being thirty (30) years from the point of initial occupancy;
- iv) the Proponent shall enter into a Tenant Placement Agreement (TPA) with the City of London to align the nineteen (19) one-bedroom units and eleven (11) two-bedroom units with priority populations;
- v) these conditions shall be secured through an agreement registered on title with associated compliance requirements and remedies;

B) high quality architectural design (building/landscaping) including a common design theme applied to street boulevards. Design elements are to have regard for the Urban Design Guidelines prepared for 3080 Bostwick Road. Underground parking to reduce surface parking requirements;

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting held with respect to the application for Draft Plan of Subdivision submitted by Townline Orchard Property Ltd. relating to the lands located at 1478 Westdel Bourne;

c) the Approval Authority BE ADVISED that Municipal Council supports issuing draft approval of the proposed plan of subdivision relating to the lands located at 3080 Bostwick Road as submitted by 731675 Ontario Limited (York Developments Inc.), prepared by MHBC Planning (File No. 1094 'B' Drawing No. 1 of 1), certified by Terry Dietz O.L.S., dated July 25, 2018 and updated March 27, 2020, as red-line revised, which shows 2 multi-residential development blocks, 1 park block, 1 open space block, 1 walkway block, 5 road widening blocks, and 1 reserve block, served by 3 new streets; SUBJECT TO the conditions contained in Appendix "B" appended to the staff report dated March 29, 2021;

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 draft plan of subdivision and zoning amendment is consistent with the Provincial Policy Statement (PPS), 2020, as it achieves objectives for efficient and resilient development and land use patterns. It represents development taking place within the City's urban growth area and within an area for which a secondary



plan has been approved to guide future community development. It also achieves objectives for promoting compact form, contributes to the neighbourhood mix of housing and densities that allow for the efficient use of land, infrastructure and public service facilities, supports the use of public transit, and increases community connectivity;

- the proposed draft plan of subdivision and zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the proposed draft plan of subdivision and zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Multi-Family, High Density Residential and Open Space designations;
- the proposed draft plan of subdivision and zoning conforms to the Southwest Area Secondary Plan, and the intent, purpose and function for high intensity, transit oriented forms of development within the Bostwick Residential Neighbourhood; and,
- the provision of facilities and matters in consideration of the proposed height and density bonus are considered reasonable, result in a benefit to the general public and/or an enhancement of the design of the development, and are considered warranted. The height and density bonuses received will not result in a scale of development that is incompatible with adjacent uses or exceeds the capacity of available municipal services. (2021-D09)

#### **Motion Passed**

#### 24. (3.10) 611-615 Third Street (Z-9268) (Relates to Bill No. 162)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Prince Antony, relating to the property located at 611-615 Third Street, the proposed by-law appended to the staff report dated March 29, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Neighbourhood Facility (NF) Zone TO a Residential R8 Special Provision Bonus (R8-4( )\*B- ) Zone;

the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 4-storeys, 20 dwelling units and a maximum density of 96 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated March 29, 2021 as Schedule "1" to the amending by-law in return for the following facilities, services and matters:

i) Provision of Affordable Housing

The affordable housing shall consist of:

- i) a total of three (3), three-bedroom units and one (1), one-bedroom unit, including one (1) accessible three-bedroom unit and one (1) accessible one-bedroom unit;
- ii) rents for the three (3), three-bedroom units and one (1), one-bedroom unit be set at 80% of the CMHC Average Market Rent (AMR) for the London CMA at the time of occupancy;
- iii) that the period of affordability be identified as being thirty (30) years from the point of initial occupancy; and,

iv) that the Proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the three (3), three-bedroom units and one (1), one-bedroom unit with priority populations;

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 the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential designation and Near-Campus Neighbourhoods; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary with an appropriate form of infill development. (2021-D09)

**Motion Passed**

25. (3.11) Masonville Draft Secondary Plan (O-8991)

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the draft Masonville Secondary Plan, appended to the staff report dated March 29, 2021 as Appendix "A", BE RECEIVED for information; it being noted that the draft Masonville Secondary Plan will serve as the basis for further consultation with the community and stakeholders, and that the feedback received through this consultation process and the outcomes of supporting studies will result in a revised Masonville Secondary Plan and implementing Official Plan Amendment that will be considered at a future public participation meeting of the Planning and Environment Committee;

it being pointed out that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a communication dated March 23, 2021 from R. MacFarlane, Zelinka Priamo Ltd., on behalf of Rock Developments;
- a communication dated March 24, 2021 from R. MacFarlane, Zelinka Priamo Ltd., on behalf of Choice Properties; and,
- the staff presentation;

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. (2021-D08)

**Motion Passed**

27. (4.2) 2nd Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 2nd Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on March 18, 2021:

- a) the 14 Gideon Drive and 2012 Oxford Street West Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;
- b) the Victoria on the River, Phase 6 (1934 Commissioners Road East) Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;
- c) the 435-451 Ridout Street Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;
- d) the following actions be taken with respect to the Kelly Stanton Environmentally Significant Area Ecological Restoration Plan Working Group comments:
  - i) the Civic Administration BE ADVISED that the Environmental and Ecological Planning Advisory Committee (EEPAC) commends both the City of London and the report authors for their liaising with and involvement of local naturalists in the initial field work and community groups as part of follow-up plans; and,
  - ii) the Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration;
- e) a Working Group BE ESTABLISHED consisting of R. Trudeau (lead), L. Banks and S. Levin, with respect to the properties located at 3095 and 3105 Bostwick Road; it being noted that the Environmental and Ecological Planning Advisory Committee reviewed and received a Notice of Draft Plan of Subdivision Official Plan and Zoning By-law Amendment dated March 10, 2021 from M. Corby, Senior Planner and the associated Environmental Impact Study;
- f) the Civic Administration BE ADVISED that the Environmental and Ecological Planning Advisory Committee is supportive of the revised, Medway Valley Conservation Master Plan Phase 2 mapping, as appended to the EEPAC Report; and,
- g) clauses 1.1, 2.1, 3.1 to 3.3, inclusive, 4.4, 5.2 and 5.5, BE RECEIVED for information.

**Motion Passed**

At 5:29 PM, Councillor M. Salih enters the meeting.

17. (3.3) Application - 1414 Dundas Street (Z-9276) (Relates to Bill No. 157)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Humane Society London & Middlesex, relating to the property located at 1414 Dundas Street:

a) the request to amend Zoning-By-law No. Z.-1 to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial (RSC2) Zone, BE REFUSED for the following reason:

i) the site layout depicting a surface parking lot between the proposed building and the treed allée, does not conform to the form and urban design policies found within the Council approved London Psychiatric Hospital Secondary Plan (LPHSP);

b) the proposed revised, ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (1989), the London Psychiatric Hospital Secondary Plan and The London Plan), to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial Special Provision (RSC2(\_)) Zone; it being noted that the revised by-law will provide for parking to be permitted between the treed allée and any building and the provision of a 10.0 metre wide landscaped buffer;

it being noted that the following heritage mitigation measures and recommendations were raised during the application review process:

i) landscaping treatments be implemented for areas between the treed allée and the building to minimize impacts;

ii) further consideration to enhance the gateway function of the treed allée where it intersects with Dundas Street by the Humane Society London & Middlesex;

iii) vehicular access routes to the new Humane Society London & Middlesex facility should be sensitively planned to protect the treed allée; and,

iv) staging and construction activities should be planned to ensure protection of all trees which form the treed allée and appropriate tree preservation measures are in place to that the root systems are fully avoided within the tree protection area;

it being pointed out that the Planning and Environment Committee reviewed and received a staff presentation 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;

c) pursuant to section 34(17) of the *Planning Act, RSO, 1990, c.P. 13*, the Municipal Council DETERMINES that no further public notice is to be given with respect to this application as the changes to the proposed by-law are minor in nature;

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

- the recommended amendment is consistent with the 2020 Provincial Policy Statement (PPS) which direct municipalities to ensure development provides healthy, liveable and safe

communities, and encourages settlement areas to be the main focus of growth and development to provide for a range of uses and opportunities for intensification and redevelopment;

- the recommended amendment conforms to the in-force policies of the London Psychiatric Hospital Lands Secondary Plan that promotes the evolution of the area incorporating elements of sustainability, mixed-use development, heritage conservation, walkability and high quality urban design;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the objectives of the London Psychiatric Hospital Lands Secondary Plan policies which encourages redevelopment in this specific Transit Oriented Corridor;
- the recommended amendment will facilitate an enhanced form of development in accordance with the London Psychiatric Hospital Lands Secondary Plan Urban Design policies;
- the recommended amendment is appropriate for the site and surrounding context and will assist with the revitalization of a portion of the London Psychiatric Hospital Lands; and,
- the recommended amendment to the Zoning By-law with special provisions will provide for an appropriate development of the site.

(2021-D09)

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

That Item 17 (3.3) regarding the application related to 1414 Dundas Street BE REFERRED back to the Civic Administration to continue to work with the applicant to address various concerns that have been raised, including parking and the landscaped buffer.

Yeas: (6): M. Salih, A. Hopkins, S. Turner, E. Pelosa, A. Kayabaga, and S. Hillier

Nays: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, and P. Van Meerbergen

**Motion Failed (6 to 9)**

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

That Item 17 (3.3) BE AMENDED by adding the following to part b):

The amount of surface parking between the treed allée and the proposed building be minimized as much as possible, through consideration of relocating some of the proposed parking towards the rear of the site.

Yeas: (14): Mayor E. Holder, 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

Nays: (1): M. van Holst

**Motion Passed (14 to 1)**

Motion made by: S. Lewis

Seconded by: P. Squire

That Item 17 (3.3), as amended BE APPROVED.

Yeas: (8): Mayor E. Holder, M. van Holst, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (7): M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelosa, and A. Kayabaga

**Motion Passed (8 to 7)**

Item 17 (3.3), as amended, reads as follows:

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of Humane Society London & Middlesex, relating to the property located at 1414 Dundas Street:

a) the request to amend Zoning-By-law No. Z.-1 to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial (RSC2) Zone, BE REFUSED for the following reason:

i) the site layout depicting a surface parking lot between the proposed building and the treed allée, does not conform to the form and urban design policies found within the Council approved London Psychiatric Hospital Secondary Plan (LPHSP);

b) the proposed revised, ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2020 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan for the City of London (1989), the London Psychiatric Hospital Secondary Plan and The London Plan), to change the zoning of the subject property FROM a Commercial Recreation (CR) Zone and a Regional Facility (RF) Zone TO a Restricted Service Commercial Special Provision (RSC2(\_)) Zone; it being noted that the revised by-law will provide for parking to be permitted between the treed allée and any building and the provision of a 10.0 metre wide landscaped buffer;

c) the Site Plan Authority BE REQUESTED to consider the following heritage mitigation measures and recommendations during the Site Plan Review process:

i) landscaping treatments be implemented for areas between the treed allée and the building to minimize impacts;

ii) further consideration to enhance the gateway function of the treed allée where it intersects with Dundas Street by the Humane Society London & Middlesex;

iii) the amount of surface parking between the treed allée and the proposed building be minimized as much as possible, through consideration of relocating some of the proposed parking towards the rear of the site;

iv) vehicular access routes to the new Humane Society London & Middlesex facility should be sensitively planned to protect the treed allée; and,

v) staging and construction activities should be planned to ensure protection of all trees which form the treed allée and appropriate tree preservation measures are in place to that the root systems are fully avoided within the tree protection area;

it being pointed out that the Planning and Environment Committee reviewed and received a staff presentation 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; and,

d) pursuant to section 34(17) of the *Planning Act, RSO, 1990, c.P. 13*, the Municipal Council DETERMINES that no further public notice is to be given with respect to this application as the changes to the proposed by-law are minor in nature;

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

- the recommended amendment is consistent with the 2020 Provincial Policy Statement (PPS) which direct municipalities to ensure development provides healthy, liveable and safe communities, and encourages settlement areas to be the main focus of growth and development to provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the in-force policies of the London Psychiatric Hospital Lands Secondary Plan that promotes the evolution of the area incorporating elements of sustainability, mixed-use development, heritage conservation, walkability and high quality urban design;
- the recommended amendment conforms to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a built form that contributes to achieving a compact, mixed-use City;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the objectives of the London Psychiatric Hospital Lands Secondary Plan policies which encourages redevelopment in this specific Transit Oriented Corridor;
- the recommended amendment will facilitate an enhanced form of development in accordance with the London Psychiatric Hospital Lands Secondary Plan Urban Design policies;
- the recommended amendment is appropriate for the site and surrounding context and will assist with the revitalization of a portion of the London Psychiatric Hospital Lands; and,
- the recommended amendment to the Zoning By-law with special provisions will provide for an appropriate development of the site. (2021-D09)

19. (3.5) Application - 101 Meadowlily Road South 39CD-20502 (OZ-9192)

At 6:41 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 6:44 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: S. Hillier

Seconded by: S. Lewis

That, the following actions be taken with respect to the application of 2690015 Ontario Inc. relating to the property located at 101 Meadowlily Road South:

a) the application to amend the Official Plan to change the designation of the subject lands FROM an Urban Reserve Community Growth designation, TO a Low Density Residential designation and Open Space designation, BE REFUSED;

b) the application to amend The London Plan to change the Place Type on a portion of the subject lands FROM a Neighbourhood Place Type, TO a Green Space Place Type, BE REFUSED;

c) the application to amend Zoning By-law No. Z.-1,) in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Holding Urban Reserve (h-2\*UR1) Zone, TO a Residential Special Provision R6 (R6-5(\_)) Zone and Open Space (OS5) Zone, BE REFUSED;

d) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 101 Meadowlily Road South;

i) increased traffic on Meadowlily Road South and lack of street parking;

ii) design and spacing of the units;

iii) minimal buffering on the east and west side of the area facing Meadowlily Road South and Highbury Woods;

e) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the Site Plan Approval application relating to the property located at 101 Meadowlily Road South:

i) lack of bird-friendly lighting approaches in the design;

f) the Civic Administration BE REQUESTED to include the Heritage Impact Assessment (HIA) with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on HIA matters;

it being noted that the Municipal Council refuses these applications for the following reasons:

- the recommended amendment is not consistent with the Provincial Policy Statement 2020;
- the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential and Open Space policies;
- the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Neighbourhood Place Type and Green Space policies.
- the Draft Plan of Vacant Land Condominium application is not considered appropriate and does not conform with The London Plan and the (1989) Official Plan as recommended and is not consistent with the Provincial Policy Statement 2020;

it being pointed out that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a presentation from S. Shannon, Dillon Consulting;
- a communication dated March 16, 2021 from N.J. Small, by e-mail;
- a communication from Lorraine, by e-mail;
- a communication from S. Nichols, by e-mail;
- a communication from E. Sweitzer, by e-mail;
- a communication dated March 21, 2021 from G. Smith and S. High, 141 Meadowlily Road South;
- a communication dated March 14, 2021 from A. Swan, by e-mail;
- the staff presentation; and,
- a communication dated March 26, 2021 from D. Kosciński, Acting Executive Director, Thames Talbot Land Trust;



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. (2021-D08)

Yeas: (4): S. Lewis, S. Lehman, E. Pelozza, and S. Hillier

Nays: (11): Mayor E. Holder, M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

**Motion Failed (4 to 11)**

Motion made by: M. Cassidy

Seconded by: S. Turner

That, on the recommendation of the Director, Development Services, the following actions be taken with respect to the application of 2690015 Ontario Inc. relating to the property located at 101 Meadowlily Road South:

- a) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting on April 13, 2021 to amend the Official Plan to change the designation of the subject lands FROM an Urban Reserve Community Growth designation, TO a Low Density Residential designation and Open Space designation;
- b) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting on April 13, 2021 to amend The London Plan to change the Place Type on a portion of the subject lands FROM a Neighbourhood Place Type, TO a Green Space Place Type; it being noted the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;
- c) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting on April 13, 2020 to amend Zoning By-law No. Z.-1, )in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Holding Urban Reserve (h-2\*UR1) Zone, TO a Residential Special Provision R6 (R6-5(\_)) Zone and Open Space (OS5) Zone;
- d) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 101 Meadowlily Road South:
  - i) increased traffic on Meadowlily Road South and lack of street parking;
  - ii) design and spacing of the units;
  - iii) minimal buffering on the east and west side of the area facing Meadowlily Road South and Highbury Woods;
- e) the Approval Authority BE ADVISED that the following issues were raised at the public participation meeting with respect to the Site Plan Approval application relating to the property located at 101 Meadowlily Road South:
  - i) lack of bird-friendly lighting approaches in the design;
- f) the Civic Administration BE REQUESTED to include the Heritage Impact Assessment (HIA) with any recommendation and continue to consult with the London Advisory Committee on Heritage (LACH) on HIA matters;

it being noted that the Municipal Council approves these applications for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement 2020;
- the proposed amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Low Density Residential and Open Space policies;
- the proposed amendment conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhood Place Type and Green Space policies.
- the recommended amendment facilitates the development of an underutilized property and encourages an appropriate form of development;
- the subject lands are located in close proximity to arterial roads, surrounding services and access to the Meadowlily Trail and Thames Valley Parkway which provides pedestrian movements from East London to the City core;
- the Draft Plan of Vacant Land Condominium application is considered appropriate and in conformity with The London Plan and the (1989) Official Plan as recommended and is consistent with the Provincial Policy Statement 2020;
- the proposed residential use is also consistent and permitted under the subject recommended Zoning By-law amendment application. Application for Site Plan Approval has also been reviewed and has advanced to the drawing acceptance stage.

it being pointed out that the Planning and Environment Committee reviewed and received the following communications with respect to this matter:

- a presentation from S. Shannon, Dillon Consulting;
- a communication dated March 16, 2021 from N.J. Small, by e-mail;
- a communication from Lorraine, by e-mail;
- a communication from S. Nichols, by e-mail;
- a communication from E. Sweitzer, by e-mail;
- a communication dated March 21, 2021 from G. Smith and S. High, 141 Meadowlily Road South;
- a communication dated March 14, 2021 from A. Swan, by e-mail;
- the staff presentation; and,
- a communication dated March 26, 2021 from D. Koscinski, Acting Executive Director, Thames Talbot Land Trust;

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. (2021-D08)

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

Nays: (2): S. Lewis, and S. Hillier

**Motion Passed (13 to 2)**

26. (4.1) 3rd Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage, from its meeting held on March 10, 2021:

a) the following actions be taken with respect to the 101 Meadowlily Road South Working Group Report, from its meeting held on February 23, 2021 related to the Revised Notice of Application, dated December 17, 2020, from M. Corby, Senior Planner, with respect to a Draft Plan of Vacant Land Condominium, Official Plan and Zoning By-law Amendments related to the property located at 101 Meadowlily Road South:

i) the Heritage Impact Assessment (HIA), dated December 13, 2019, from T. Dingman BE RECEIVED and the recommendations, contained therein, BE ACCEPTED;

ii) the revised Conceptual Development Plan, dated November 11, 2020, from Dillon Consulting, as appended to the London Advisory Committee on Heritage Report, BE RECEIVED and the revisions made in keeping with the mitigation measures in the HIA BE SUPPORTED as follows:

- removal of all direct access from Meadowlily Road from the townhouse blocks;
- a minimum of 6 metre setbacks from the road widening, together with internal block in front of townhouse blocks, on the west side of Meadowlily Road; and,
- a maximum building height of 2.5 metres;

iii) the following matters BE REFERRED to the Civic Administration for further review during the Site Plan Approval process:

- a Landscape Plan for a naturalized buffer to be located on the proposed block within the condominium plan on the west side of Meadowlily Road;
- entrance feature design and location; and,
- fencing, walls and stormwater facilities, if any, along the west side of Meadowlily Road;

iv) the developer BE ENCOURAGED to revisit the townhouse block elevation for the units facing Meadowlily Road in order to achieve a design more harmonious with the rural setting as recommended by the HIA; it being noted that this appears to have been achieved by the conceptual elevation facing Meadowlily Road for the single units (units 1 and 36);

v) the above-noted Working Group Report BE FORWARDED to M. Corby, Senior Planner; and,

vi) the Civic Administration BE REQUESTED to include the London Advisory Committee on Heritage (LACH) on future approvals for this matter and to consult with the LACH on HIA related matters;

**Amendment:**

Motion made by: P. Squire

Seconded by: A. Hopkins

That Item 26 (4.1) BE AMENDED to read as follows:

That, the following actions be taken with respect to the 3rd Report of the London Advisory Committee on Heritage, from its meeting held on March 10, 2021:

a) the following actions be taken with respect to the 101 Meadowlily Road South Working Group Report, from its meeting held on February 23, 2021 related to the Revised Notice of Application, dated December 17, 2020, from M. Corby, Senior Planner, with respect to a Draft Plan of Vacant Land Condominium,

Official Plan and Zoning By-law Amendments related to the property located at 101 Meadowlily Road South:

i) the Heritage Impact Assessment (HIA), dated December 13, 2019, from T. Dingman BE RECEIVED and the recommendations, contained therein, BE ACCEPTED;

ii) the revised Conceptual Development Plan, dated November 11, 2020, from Dillon Consulting, as appended to the London Advisory Committee on Heritage Report, BE RECEIVED and the revisions made in keeping with the mitigation measures in the HIA BE SUPPORTED as follows:

- removal of all direct access from Meadowlily Road from the townhouse blocks;
- a minimum of 6 metre setbacks from the road widening, together with internal block in front of townhouse blocks, on the west side of Meadowlily Road; and,
- a maximum building height of 2.5 stories;

iii) the following matters BE REFERRED to the Civic Administration for further review during the Site Plan Approval process:

- a Landscape Plan for a naturalized buffer to be located on the proposed block within the condominium plan on the west side of Meadowlily Road;
- entrance feature design and location; and,
- fencing, walls and stormwater facilities, if any, along the west side of Meadowlily Road;

iv) the developer BE ENCOURAGED to revisit the townhouse block elevation for the units facing Meadowlily Road in order to achieve a design more harmonious with the rural setting as recommended by the HIA; it being noted that this appears to have been achieved by the conceptual elevation facing Meadowlily Road for the single units (units 1 and 36);

v) the above-noted Working Group Report BE FORWARDED to M. Corby, Senior Planner; and,

vi) the Civic Administration BE REQUESTED to include the London Advisory Committee on Heritage (LACH) on future approvals for this matter and to consult with the LACH on HIA related matters;

b) on the recommendation of the Director, City Planning and City Planner, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property located at 181 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the porcelain tile previously installed on the storefront be replaced with the brick veneer used elsewhere on the storefront of the façade; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

c) on the recommendation of the Director, City Planning and City Planner with the advice of the Heritage Planner, the proposed by-law, as appended to the staff report dated March 10, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021, to:

i) approve the Heritage Easement Agreement, as appended to the above-noted by-law, between The Corporation of the City of

London and the property owner of 39 Carfrae Street, relating to the heritage designated property known as “Carfrae Cottage”; and,

ii) authorize the Mayor and the City Clerk to execute the above-noted Heritage Easement Agreement;

it being noted that a verbal delegation from H. Beck, was received with respect to this matter; and,

d) clauses 1.1, 3.1 and 3.2, 4.1, 4.2, 5.3 and 6.1 BE RECEIVED for information.

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: P. Squire

Seconded by: E. Pelozza

The motion to approve Item 26 (4.1), as amended is put.

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: A. Hopkins

Seconded by: S. Turner

That the Council recess until 7:15 PM.

**Motion Passed**

The Council recessed at 6:54 PM, and resumed at 7:18 PM.

8.4 6th Report of the Community and Protective Services Committee Report

Motion made by: J. Helmer

That the 6th Report of the Community and Protective Services Committee BE APPROVED, excluding Items 2 (2.1), 7 (2.6), 8 (2.7), and 15 (4.5).

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)**

At 7:20 PM, Mayor E. Holder places Deputy Mayor J Morgan in the Chair and takes a seat at the Council Board.

At 7:25 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

Councillor J. Helmer discloses a pecuniary interest in Item 4.5 of the 6th Report of the Community and Protective Services Committee, having to do with the Capital and Operational Needs of Municipal Golf Courses in London, by indicating that his father is employed by the National Golf Course Owners Association.

**Motion Passed**

3. (2.2) 1st Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

That it BE NOTED that the 1st Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on February 25, 2021, was received.

**Motion Passed**

4. (2.3) Homeless Prevention COVID-19 Response April to June Extension - Single Source Procurement (#SS21-15)

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director of Housing, Social Services and Dearness Home, with the concurrence of the Director, Financial Services, that the following actions be taken with respect to the staff report dated March 30, 2021 related to the Homeless Prevention COVID-19 Response April to June Extension Single Source Procurement #SS21-15:

- a) single source procurements BE APPROVED, with existing agreements, with various hotels and motels within the City of London at a total estimated cost of \$685,000 (excluding HST) for a period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4d) of the Procurement of Goods and Services Policy;
- b) single source procurements with Impact London, Canadian Mental Health Association Elgin-Middlesex, Atlohsa Family Healing Services, and Mission Services of London BE APPROVED for isolation space, monitoring space and social distancing space staffing support with a total estimated cost of \$550,000 for a period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4e) of the Procurement of Goods and Services Policy;
- c) single source procurement BE APPROVED for The Salvation Army to provide meals to various hotels and motels within the City of London with a total estimated cost of \$82,500 for the period between April 15, 2021 to June 30, 2021, with two (2) one (1) month options to extend, subject to funding, in accordance with section 14.4 e) of the Procurement of Goods and Service Policy; and,
- d) the Civic Administration BE DIRECTED to take all necessary steps to allocate funding to extend the Homeless Prevention COVID-19 Response by continuing to fund the operation of the isolation Space, monitoring Space and social distancing space, and continuing staffing support by Impact London, Canadian Mental Health Association Elgin-Middlesex, Atlohsa Family Healing

Services, and Mission Services of London until June 30, 2021.  
(2021-S08/S14)

**Motion Passed**

5. (2.4) Proposed Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, the following actions be taken with respect to the staff report dated March 30, 2021, related to the Proposed Implementation of the Giwetashkad Indigenous Homelessness Strategic Plan:

- a) the proposed Giwetashkad Indigenous Homelessness Strategic Plan, as appended to the above-noted staff report, BE ENDORSED and BE APPROVED for implementation, in principle;
  - b) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to seek sources of funding from federal and provincial funding Partners to support the implementation of the Giwetashkad Indigenous Homelessness Strategic Plan, including supporting the City of London in accessing new funding by becoming a designated Indigenous Community Entity for Indigenous homelessness under the Reaching Home federal funding program;
  - c) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to return to the appropriate standing committee with a financial plan for any available municipal funding to support the Giwetashkad Indigenous Homelessness Strategic Plan; and,
  - d) the Civic Administration BE DIRECTED to undertake all administrative acts which are necessary to fulfill the submitted business case, including supporting Atlohsa Family Healing Services in acquiring an appropriate location for an Indigenous Housing Hub, with the advice and support of Realty Services.
- (2021-S14)

**Motion Passed**

6. (2.5) Single Source SS21-12 - Architect to act as Prime Consultant for Dearness Home Auditorium Expansion

Motion made by: J. Helmer

That, on the recommendation of the Acting Managing Director, Housing, Social Services and Dearness Home, and the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the staff report dated March 30, 2021 related to Single Source SS21-12 for an Architect to Act as Prime Consultant for the Dearness Home Auditorium Expansion:

- a) the fee proposal submitted by MMMC Architects, 127 Brant Ave. Brantford, ON, N3T 3H5, for the provision of Consulting Services for the Dearness Home Auditorium Expansion in the amount of \$211,000 (excluding HST), in accordance with Section

14.4 (d) of the Procurement of Goods and Services Policy BE ACCEPTED;

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

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

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, statement of work or other documents, if required, to give effect to these recommendations. (2021-S02)

**Motion Passed**

9. (2.8) Invasive Species Management Update and Funding Plan

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Parks and Recreation the following actions be taken with respect to the staff report dated March 30, 2021 related to an Invasive Species Management Update and Funding Plan:

a) the above-noted staff report BE RECEIVED;

b) the financing for the continuation of the invasive species management program in 2021 BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report; and,

c) the Civic Administration BE DIRECTED to bring forward a budget amendment case during the 2022 Annual Budget Update to establish funding from 2022 to 2024 for the further continuation of the invasive species management program;

it being noted that a communication, dated March 25, 2021, from S. Levin, Nature London, with respect to this matter, was received. (2021-E18)

**Motion Passed**

10. (3.1) London's Housing First Emergency Youth Shelter

Motion made by: J. Helmer

That the verbal delegation from T. Gillis, S. Cordes and M. Doucet, Youth Opportunities Unlimited (YOU), with respect to an update on the funding awarded to YOU in 2017 and the Housing First Emergency Youth Shelter, BE RECEIVED.

**Motion Passed**

11. (4.1) Update on Housing Issues from Mission Services of London

Motion made by: J. Helmer



That the following actions be taken with respect to a request for delegation status from P. Rozeluk, Mission Services of London, related to an update on housing issues:

- a) the above-noted request for delegation BE APPROVED; and,
- b) the verbal delegation, the communication dated February 25, 2021, and the presentation, as appended to the Agenda, from P. Rozeluk, BE RECEIVED. (2021-S14)

**Motion Passed**

12. (4.2) 2nd Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 2nd Report of the Accessibility Advisory Committee, from its meeting held on February 25, 2021:

- a) the Civic Administration BE REQUESTED to undertake a review of City of London planning related documents and by-laws, in particular the City's Zoning By-law, to ensure that terminology used in the documents is reflective of current language and terminology related to accessibility; and,
- b) clauses 1.1, 3.1 to 3.6 and 5.1, BE RECEIVED.

**Motion Passed**

13. (4.3) 2nd Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 2nd Report of the Animal Welfare Advisory Committee, from its meeting held on March 4, 2021:

- a) the revised ~~attached~~ "Recommendation to promote the Trap, Spay, Neuter and Release Program" BE FORWARDED to the Civic Administration for implementation or action, where appropriate; and,
- b) clauses 1.1 and 3.1, BE RECEIVED.

**Motion Passed**

14. (4.4) Affordable Housing Units in London

Motion made by: J. Helmer

That the following actions be taken with respect to the creation of affordable housing units in London:

- a) the Civic Administration BE DIRECTED to expedite the development of needed 3,000 affordable housing units as set out in "Housing Stability Action Plan" (HSAP) to be in place in five years, instead of ten years as set out in the Plan; and,
- b) the Civic Administration BE DIRECTED to report back to a future meeting of the Community and Protective Services Committee with an implementation plan, inclusive of financial

impacts, that sets out the best supports for the development of affordable housing units;

it being noted that a communication from Mayor E. Holder, with respect to this matter, was received. (2021-S14)

**Motion Passed**

16. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at March 22, 2021, BE RECEIVED.

**Motion Passed**

2. (2.1) 1st Report of the Childcare Advisory Committee

At 7:26 PM, Councillor P. Squire leaves the meeting.

Motion made by: J. Helmer

That it BE NOTED that the 1st Report of the Childcare Advisory Committee, from the meeting held on February 22, 2021, was received.

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

Recuse: (1): P. Van Meerbergen

Absent: (1): P. Squire

**Motion Passed (13 to 0)**

7. (2.6) Application to UNESCO for London to be Designated a "UNESCO City of Music"

At 7:28 PM, Councillor P. Squire enters the meeting.

At 7:30 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 7:32 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Parks and Recreation, the following actions be taken with respect to the staff report dated March 30, 2021 related to an Application to UNESCO for London to be designated a "UNESCO City of Music":

a) the above-noted initiative BE APPROVED;

b) the Mayor BE DIRECTED to provide the required letter of formal introduction and support of the application, on behalf of the Municipal Council; and,

c) the Civic Administration BE DIRECTED to undertake the application process with respect to this matter. (2021-R08/M18)

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)**

8. (2.7) Film Update - Moving Forward (Relates to Bill No. 137)

Motion made by: J. Helmer

That, on the recommendation of the Managing Director, Parks and Recreation, the proposed by-law, as appended to the staff report dated March 30, 2021, BE INTRODUCED at the Municipal Council meeting to be held on April 13, 2021 to:

a) authorize and approve the Amending Agreement to the 2020 Purchase of Service Agreement, as appended to the above-noted by-law, entered into between The Corporation of the City of London and the London Economic Development Corporation; and,

b) authorize the Mayor and the City Clerk to execute the above-noted Amending Agreement. (2021-R08/M18)

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)**

15. (4.5) Capital and Operational Needs of Municipal Golf Courses in London

Motion made by: S. Hillier

That the communication from Councillor M. van Holst, as appended to the agenda, with respect to the capital and operational needs of municipal golf courses in London, BE RECEIVED. (2021-R05D)

Motion made by: M. van Holst

Seconded by: S. Hillier

That Item 15 (4.5) BE AMENDED by adding the following:

That, the Civic Administration BE DIRECTED to report back at a future meeting of the Strategic Priorities and Policy Committee with a plan to address both the capital and operational needs of municipal golf courses in London.

Yeas: (3): M. van Holst, P. Squire, and S. Hillier

Nays: (11): Mayor E. Holder, S. Lewis, M. Salih, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Recuse: (1): J. Helmer

**Motion Failed (3 to 11)**

Motion made by: S. Hillier

The motion to receive the communication is put.

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

Recuse: (1): J. Helmer

**Motion Passed (14 to 0)**

8.5 7th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 7th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Items 7 (4.3) and 8 (4.4).

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)**

At 7:53 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 7:56 PM, Mayor E. Holder resumes the Chair and Deputy Mayor J. Morgan takes his seat at the Council Board.

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

Councillor S. Turner discloses a pecuniary interest in item 4.3, having to do with a request for research on the effects of public health restrictions in London during the COVID emergency, by indicating that he is an employee of the Middlesex London Health Unit.

**Motion Passed**

2. (2.2) London Community Recovery Network – Current Status and Next Steps

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the following actions be taken regarding the London Community Recovery Network (LCRN):

a) the approach to develop a community recovery framework through the continued efforts of the London Community Recovery Network BE ENDORSED;

b) the Civic Administration INVITE community partners to bring forward business cases relating to Ideas for Action identified in the January 12, 2021 meeting of City Council that seek funding from the City of London to the May 18, 2021 Strategic Priorities and Policy Committee for decision; and,

c) the staff report titled London Community Recovery Network – Current Status and Next Steps BE RECEIVED.

**Motion Passed**

3. (2.3) London and Middlesex Community Housing Inc. Meeting of the Shareholder - Resolutions Regarding Board Composition (Relates to Bill No. 138)

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the following actions be taken with respect to London & Middlesex Community Housing Inc.:

- a) the “Terms of Reference Board of Directors London & Middlesex Community Housing Inc.” as appended to the staff report dated April 6, 2021 as Appendix “A”, BE ADOPTED;
- b) the proposed by-law as appended to the staff report dated April 6, 2021 as Appendix “B” being “A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc. to provide for a new Board composition”, BE INTRODUCED at the Municipal Council Meeting to be held on April 13, 2021;
- c) the proposed “Recruitment Process for Director Appointments”, as appended to the staff report dated April 6, 2021 as Appendix “C”, BE ADOPTED; and,
- d) two (2) members of the Interim Board of Directors BE APPOINTED as Directors for a period not to exceed one year to provide for support for board and organizational continuity, stability, and knowledge transfer.

**Motion Passed**

4. (2.1) London Small Business Centre – Board Governance Structure Updates

Motion made by: J. Morgan

That, on the recommendation of the Director, City Planning and City Planner, and as requested by the Small Business Centre, Councillors S. Hillier and P. Van Meerbergen BE APPOINTED to the Small Business Centre for a special meeting (date to be determined) to undertake the actions required to amend the governance structure of the Small Business Centre; it being noted that the actions required are described in the correspondence from the Small Business Centre as appended to the staff report as Appendix "A".

**Motion Passed**

5. (4.1) Nomination of a New Budget Chair

Motion made by: J. Morgan

That Councillor E. Pelozo BE APPOINTED as the Council lead for the Budget process, acting as Budget Chair with duties including coordination of all Budget activities with the Civic Administration and the Chairing of the Strategic Priorities and Policy Committee meetings where discussion and consideration of the Budget takes place.

**Motion Passed**

6. (4.2) Kettle Creek Conservation Authority Membership

Motion made by: J. Morgan

That the current membership of the Kettle Creek Conservation Authority allocating one (1) member each to the Municipality of Central Elgin, the Municipality of Middlesex Centre, the Municipality of Thames Centre, the Township of Malahide, and the Township of Southwold; and two (2) members to the City of St. Thomas and three (3) members to the City of London be maintained; and further the membership of the Kettle Creek Conservation Authority be re-evaluated based on population data available prior to member appointments following the municipal elections in 2022.

**Motion Passed**

7. (4.3) Request for Research on the Effects of Public Health Restrictions in London

Motion made by: J. Morgan

That the communication dated March 29, 2021 from Councillor M. van Holst with respect to a request for research related to the effects of COVID on the local citizens and economy, BE RECEIVED.

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

Nays: (1): P. Squire

Recuse: (1): S. Turner

**Motion Passed (13 to 1)**

8. (4.4) Operation of City Council

Motion made by: J. Morgan

That the Governance Working Group BE DIRECTED to consider, in consultation with the Civic Administration, how the operations of council may be changed to potentially realize efficiencies in line with the corporate reorganization, while better serving London, including but not limited to: hours of council and standing committee meetings, standing committee structure, expense accounts, and support staff; it being noted that all Members of Council are encouraged to submit ideas for consideration.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, E. Pelozza, and S. Hillier

Nays: (4): A. Hopkins, P. Van Meerbergen, S. Turner, and A. Kayabaga

**Motion Passed (11 to 4)**

**10. Deferred Matters**

None.

**11. Enquiries**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: J. Helmer

Seconded by: S. Lehman

That Introduction and First Reading of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, 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: A. Hopkins

Seconded by: P. Van Meerbergen

That Second Reading of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, 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: E. Pelozza

Seconded by: S. Turner

That Third Reading and Enactment of Bill No's 134 to 147, inclusive, 150 to 162, excluding Bill No. 157 and 164 to 168, 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: P. Van Meerbergen

That Introduction and First Reading of Bill No. 157 BE APPROVED.

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

Nays: (4): J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

**Motion Passed (11 to 4)**

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

That Second Reading of Bill No. 157 BE APPROVED.

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

Nays: (4): J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

**Motion Passed (11 to 4)**

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

That Third Reading and Enactment of Bill No. 157 BE APPROVED.

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

Nays: (4): J. Helmer, A. Hopkins, S. Turner, and A. Kayabaga

**Motion Passed (11 to 4)**

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

At 8:09 PM, Councillor S. Salih, leaves the meeting.

Motion made by: A. Hopkins  
Seconded by: M. van Holst

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.  
(6.1/5/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.  
(6.2/5/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.  
(6.3/5/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.  
(6.4/5/CSC)

4.5 Personal Matters/Identifiable Individual / Solicitor-Client Privileged Advice

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters, advice which is subject to solicitor-client privilege and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.5/5/CSC)

**Motion Passed**

The Council convenes, In Closed Session at 8:10 PM, with Mayor E. Holder in the Chair and all Member participating, except Councillor M. Salih.

At 8:29 PM, Council resumes into public session, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

**9. Added Reports**

9.1 6th Report of Council in Closed Session

At 8:41 PM, Councillors M. van Holst and S. Hillier leave the meeting.

Motion made by: S. Lewis

Seconded by: J. Morgan

1. Property Acquisition - 4545 Scotland Drive – Wonderland Road Improvements Project, Phase I Settlement Agreement

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, on the advice of the Manager of Realty Services, with respect to the property located at 4545 Scotland Road, further described as Part Lots 23 and 24, Concession 6, Geographic Township of Westminster, designated as Part 1 on PLAN ER 1060851, being all of PIN 08207-0186 (LT), containing an area of approximately 1.551 acres, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Wonderland Road Improvements Project, Phase I, between Highway 401 and Highway 402, the following actions be taken

a) the Settlement Agreement submitted by London Gateway Development Corporation (the "Expropriated Owner"), for a full and final settlement for land taken by the City through expropriation, for the sum of \$402,500.00, subject to the terms and conditions set out in the Settlement Agreement attached as Appendix "C," BE ACCEPTED; and,

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

Yeas: (9): Mayor E. Holder, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelosa, and A. Kayabaga

Nays: (3): J. Helmer, A. Hopkins, and S. Turner

**Motion Passed (9 to 3)**

Motion made by: S. Lewis

Seconded by: J. Morgan

2. Sale of City-Owned Property – Tender 21-25 - 3047 White Oak Road

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 surplus land located on west side of White Oak Road, containing an area of approximately 0.39 acres and legally 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 outlined on the location map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) submitted in the Request for Tender 21-25 which is attached as Appendix “B”, as submitted by Maged Eissa, in trust for a company to be incorporated under his full control c/o Incon Industrial Limited (the “Successful Bidder”), to purchase the subject property from the City, at a purchase price of \$150,000.00, BE ACCEPTED subject to the terms and conditions set out in the above-noted Agreement.

3. Offer to Purchase Industrial Land - 2030830 Ontario Limited - Skyway Industrial Park

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 Skyway Industrial Park, containing an area of approximately 4.7 acres, on the west side of Robin’s Hill Road, being composed of Part Block 3, Plan 33M-615, designated as Parts 9,10,11,12,13 and 14, Plan 33R-20724, being all of PIN 08151-0265 (LT), as outlined in red on the location map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 2030830 Ontario Limited (the “Purchaser”) to purchase 4.7 acres of the subject property from the City, at a purchase price of \$329,000.00, reflecting a sale price of \$70,000.00 per acre, BE ACCEPTED subject to the terms and conditions set out in the above-noted Agreement.

4. Offer to Purchase Industrial Land - Bosco and Roxy’s Inc. - Innovation Park, Phase III

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 III, containing an area of approximately 8 acres, on the south side of Discovery Drive, more specifically described as part of Block 2, Plan 33M-627, being Part of PIN 08197-0209 (LT), as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by Bosco and Roxy’s Inc. (the “Purchaser”) to purchase 8 acres of the subject property from the City, at a purchase price of \$465,280.00, reflecting a sale price of \$58,160.00 per acre, BE ACCEPTED subject to the conditions and terms set out in the above-noted Agreement.

Yeas: (12): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, and A. Kayabaga

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

9.2 (ADDED) 6th Report of the Corporate Services Committee

At 8:46 PM, Councillor P. Squire leaves the meeting.

Motion made by: J. Morgan

That the 6th Report of the Corporate Services Committee, BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Absent: (4): M. van Holst, M. Salih, P. Squire, and S. Hillier

**Motion Passed (11 to 0)**

Motion made by: J. Morgan

1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

Motion made by: J. Morgan

2. (4.1) 2021 Debenture Issuance Report #2

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the following actions be taken with respect to the 2021 Debenture Issuance:

a) the issuance of serial debentures for a total of \$23,000,000 BE APPROVED, noting the average all-in rate is 1.819% over a 10-year term; and,

b) the proposed by-law appended to the staff report dated April 12, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting on April 13, 2021 to authorize the borrowing upon serial debentures in the aggregate principal amount of \$23,000,000 towards the cost of certain capital works of the Corporation of the City of London.

**Motion Passed**

At 8:47 PM, Councillor P. Squire enters the meeting.

Motion made by: M. Cassidy

Seconded by: J. Helmer

That Introduction and First Reading of Added Bill No's 173 to 175 BE APPROVED.

Yeas: (11): Mayor E. Holder, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (1): S. Lewis

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (11 to 1)**

Motion made by: A. Hopkins  
Seconded by: J. Helmer

That Second Reading of Added Bill No'.s 173 to 175 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

Motion made by: M. Cassidy  
Seconded by: P. Squire

That Third Reading and Enactment of Added Bill No'.s 173 to 175 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

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

That Introduction and First Reading of Bill No'.s 133 and ADDED Bill No.'s 163, 169 to 172, BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

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

That Second Reading of Bill No'.s 133 and ADDED Bill No.'s 163, 169 to 172 BE APPROVED.

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

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

Motion made by: E. Pelozza  
Seconded by: M. Cassidy

That Third Reading and Enactment of Bill No'.s. 133 and ADDED Bill No.'s 163, 169 to 172 BE APPROVED.

Yeas: (12): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelosa, and A. Kayabaga

Absent: (3): M. van Holst, M. Salih, and S. Hillier

**Motion Passed (12 to 0)**

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

Bill	By-law
Bill No. 133	By-law No. A.-8080-100 - A by-law to confirm the proceedings of the Council Meeting held on the 13th day of April, 2021. (City Clerk)
Bill No. 134	By-law No. A.-8081-101 - A by-law to approve and authorize the execution of Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation for the Province of Ontario and The Corporation of the City of London. (2.3/5/CWC)
Bill No. 135	By-law No. A.-8082-102 - A by-law to approve and authorize the Subway Construction Agreement between Canadian Pacific Railway Company and The Corporation of the City of London (the "Road Authority") for the construction of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project. (2.11a/5/CWC)
Bill No. 136	By-law No. A.-8083-103 - A by-law to approve and authorize the Crossing and Maintenance Agreement between Canadian Pacific Railway Company ("CP") and The Corporation of the City of London (the "City") for the crossing and maintenance of the Adelaide Street Subway located at approximately Mile 113.73 of the Galt Subdivision, Ontario to be installed by the Adelaide Underpass Project. (2.11b/5/CWC)
Bill No. 137	By-law No. A.-8084-104 - A by-law to approve the Amending Agreement to the January 1st 2020 Purchase of Service Agreement between The Corporation of the City of London and London Economic Development Corporation; and to authorize the Mayor and City Clerk to execute the Amending Agreement (2.7/6/CPSC)
Bill No. 138	By-law No. A.-8085-105 - A by-law to ratify and confirm the Special Resolution to the Shareholder of London & Middlesex Community Housing Inc.to provide for a new Board composition. (2.3/7/SPPC)
Bill No. 139	By-law No. C.P.-1560-106 - A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate. (2.5a/5/PEC)

Bill No. 140	By-law No. C.P.-1561-107 - A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the "City") and Registered Owner of a property providing affordable rental units (the "Borrower") to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low rental vacancy rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate. (2.5b/5/PEC)
Bill No. 141	By-law No. C.P.-1562-108 - A by-law to exempt from Part-Lot Control, lands located at 2725 Asima Drive, legally described as Block 53 in Registered Plan 33M-699. (2.7/5/PEC)
Bill No. 142	By-law No. C.P.-1357(c)-109 - A by-law to amend the Downtown Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.1/5/PEC)
Bill No. 143	By-law No. C.P.-1444(c)-110 - A by-law to amend the Old East Village Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.2/5/PEC)
Bill No. 144	By-law No. C.P.-1284(vu)-111 - A by-law to amend the Official Plan for the City of London, 1989, relating to 1153-1155 Dundas Street. (3.6a/5/PEC)
Bill No. 145	By-law No. L.S.P.-3490-112 - A by-law to designate 3303 Westdel Bourne be of cultural heritage value or interest. (City Clerk)
Bill No. 146	By-law No. PS-113-21062 - A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.5c/5/CWC)
Bill No. 147	By-law No. PS-113-21063 - A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.6c/5/CWC)
Bill No. 148	(NOT PASSED) By-law No. - A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.17/5/CWC)
Bill No. 149	(NOT PASSED) By-law No. - A by-law to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London." (2.17/5/CWC)

Bill No. 150	By-law No. S.-6118-113 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Fanshawe Park Road East, west of Phillbrook Drive) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1349429, pursuant to SPA18-024 and in accordance with By-law Z.-1)
Bill No. 151	By-law No. S.-6119-114 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hale Street, north of Heather Crescent) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1348237, pursuant to SPA19-009 and in accordance with Zoning By-law Z.-1)
Bill No. 152	By-law No. S.-6120-115 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wonderland Road South between Highway 401 and Highway 402) (Chief Surveyor – for road widening purposes on Wonderland Road S)
Bill No. 153	By-law No. S.-6121-116 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Hyde Park Road, north of Gainsborough Road; and as widening to Gainsborough Road, west of Hyde Park Road) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1353803, pursuant to SPA20-043 and in accordance with Zoning By-law Z-1)
Bill No. 154	By-law No. S.-6122-117 - A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Huron and McNay Streets) (Chief Surveyor – for road widening purposes, registered as Instrument No. ER1349446, pursuant to SPA19-017 and in accordance with Zoning By-law Z.-1)
Bill No. 155	By-law No. Z.-1-212915 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 122 Base Line Road West. (2.6/5/PEC)
Bill No. 156	By-law No. Z.-1-212916 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3112 Petty Road. (2.10/5/PEC)
Bill No. 157	By-law No. Z.-1-212917 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1414 Dundas Street. (3.3b/5/PEC)



Bill No. 158	By-law No. Z.-1-212918 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1153-1155 Dundas Street. (3.6b/5/PEC)
Bill No. 159	By-law No. Z.-1-212919 - A by-law to amend the General Provisions of By-law No. Z.-1 to regulate Seasonal Outdoor Patios. (3.7/5/PEC)
Bill No. 160	By-law No. Z.-1-212920 - A by-law to amend By-law No. Z.-1 to rezone lands located at 1478 Westdel Bourne. (3.8/5/PEC)
Bill No. 161	By-law No. Z.-1-212921 - A by-law to amend By-law No. Z.-1 to rezone lands located at 3080 Bostwick Road. (3.9/5/PEC)
Bill No. 162	By-law No. Z.-1-212922 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 611-615 Third Street. (3.10/5/PEC)
Bill No. 163	(ADDED) By-law No. D.-777-124 - A by-law to authorize the borrowing upon instalment debentures in the aggregate principal amount of \$23,000,000.00 towards the cost of certain capital works of The Corporation of the City of London. (4.1/6/CSC)
Bill No. 164	By-law No. A.-8086-118 - A by-law to appoint Leslie Hancock as Administrator for the Dearness Home under the Long-Term Care Homes Act, 2007, S.O. 2007, c.8. (City Clerk)
Bill No. 165	By-law No. A.-8087-119 - A by-law to appoint Barb Westlake-Power as Deputy Clerk. (City Clerk)
Bill No. 166	By-law No. A.-8088-120 - A by-law to appoint Michael Schulthess as Deputy Clerk. (City Clerk)
Bill No. 167	By-law No. A.-8089-121 - A by-law to appoint deputies to the City Clerk and repeal By-law No. A.-7628-510. (City Clerk)
Bill No. 168	By-law No. A.-8090-122 - A by-law to appoint deputies to the City Treasurer of The Corporation of the City of London and to repeal By-law A.-7783-497. (City Clerk)
Bill No. 169	(ADDED) By-law No. A.-8091-125 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Bosco and Roxy's Inc., for the sale of the City owned industrial land, located on the south side of Discovery Drive, more specifically described as Part of Block 2, Plan 33M-627, being Part of Pin 08197-0209 (LT), containing an area of approximately 8 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/5/CSC)

Bill No. 170	(ADDED) By-law No. A.-8092-126 - A by-law to authorize and approve the Agreement of Purchase and Sale as submitted in Tender 21-25 between The Corporation of the City of London and Maged Eissa, in trust for a company to be incorporated under his full control C/O Incon Industrial Limited, for the sale of City owned lands, described as Part Lots 4 and 5, Plan 643, as in 302417, being all of PIN 08209-0084 (LT), municipally known as 3047 White Oak Road, in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to executed this Agreement. (6.2/5/CSC)
Bill No. 171	(ADDED) By-law No. A.-8093-127 - A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and London Gateway Development Corporation, with respect to the property located at 4545 Scotland Drive, in the City of London, for a full and final settlement for land taken by the City through expropriation, for the Wonderland Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/5/CSC)
Bill No. 172	(ADDED) By-law No. A.-8094-128 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2030830 Ontario Limited, for the sale of the City owned industrial land, located on the west side of Robin's Hill Road, being composed of Part Block 3, Plan 33M-615, designated as Parts 9, 10, 11, 12, 13 and 14, Plan 33-R20724, being all of PIN 08151-0265, containing an area of approximately 4.7 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/5/CSC)
Bill No. 173	(ADDED) By-law No. C.P.-1284(vv)-129 - A by-law to amend the Official Plan for the City of London, 1989 relating to 101 Meadowlily Road South. (3.5a/5/PEC)
Bill No. 174	(ADDED) By-law No. C.P.-1512(ai)-130 - A by-law to amend The London Plan for the City of London, 2016 relating to 101 Meadowlily Road South. (3.5b/5/PEC)
Bill No. 175	(ADDED) By-law No. Z.-1-212923 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 101 Meadowlily Road South. (3.5c/5/PEC)

**14. Adjournment**

Motion made by: P. Squire

Seconded by: P. Van Meerbergen

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 8:54 PM.

---

Ed Holder, Mayor

---

Catharine Saunders, City Clerk

**Appendix B – Location Map**

4545 Scotland Drive



## Appendix C – Settlement Agreement

THIS SETTLEMENT AGREEMENT made this day of March, 2021

**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 -

**LONDON GATEWAY DEVELOPMENT CORPORATION**

(hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the owner of the property described in Schedule "A" hereto;

AND WHEREAS the City expropriated from the Owner those lands more particularly described in Schedule "B" 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;

AND WHEREAS the City served on the Owner an offer of compensation under section 25 of the Act, in the total sum of \$56,300.00, which was not accepted by the Owner or paid by the City;

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 \$402,500.00 Dollars in full, final and complete settlement of all claims of the Owner, including the section 25 offer of compensation, fair market value of the lands, injurious affection, disturbance damages, business loss and statutory interest, as against the City arising out of or in any way connected with the Expropriation.
- 1.03 The City shall pay to the Owner all reasonable legal fees, appraisal fees, consultation fees and disbursements, subject to assessment, incurred by the Owner relating to the Expropriation.

### **2.00 RELEASE**

- 2.01 The Owner shall execute a Full and Final Release (the "**Release**") in the form attached hereto as *Schedule "C"*.

### **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 Court thereof.

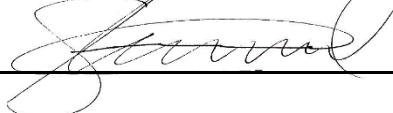
**5.00 PAYMENTS**

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

5.02 The payment 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.

Given under my/our hand and seal, (or, in witness whereof the vendor hereto has hereunder caused to be affixed its corporate seal attested by the hands of its proper signing officers, as the case may be) this 15<sup>th</sup> day of March, 2021.

LONDON GATEWAY DEVELOPMENT CORPORATION

Per: 

Name: Shmuel Farhi

Title: President

*I Have Authority to Bind the Corporation*

The Corporation of the City of London hereby accepts the terms and conditions of this agreement and agrees to carry out and be bound by the provisions, terms and conditions herein contained, and has hereunto caused to be affixed its Corporation Seal attested by the hands of the proper signing officers pursuant to the authority pertained in By-Law No. \_\_\_\_\_ of the Council of the Corporation of the City of London passed on \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CORPORATION OF THE CITY OF LONDON

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

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

**SCHEDULE "A"**

Part of Lots 23 and 24, Concession 6,  
 Geographic Township of Westminster,  
 as in 258599 and designated as Part 6, Plan 33R-2972,  
 Save and Except Parts 1, 2 and 3, Plan 33R-15991, and  
 Parts 23 and 24, Plan 33R-18343, and  
 Save & Except Part 1, PLAN ER1060851,  
 City of London, County of Middlesex,  
 being all of PIN 08207-0187

**SCHEDULE "B"**

Part of Lots 23 and 24, Concession 6,  
 Geographic Township of Westminster,  
 designated as Part 1, PLAN ER1060851,  
 City of London, County of Middlesex,  
 being all of PIN 08207-018

**SCHEDULE "C"****FULL AND FINAL RELEASE**

IN CONSIDERATION of the payment of the total sum of FOUR HUNDRED AND TWO THOUSAND FIVE HUNDRED DOLLARS (\$402,500.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 4545 Scotland Drive, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, statutory interest and any other damages,

**London Gateway Development Corporation,**

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, which heretofore may have been or may hereafter be sustained by **London Gateway Development Corporation** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 4545 Scotland Drive, herein "the subject property," in the City of London, except all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation.

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

IT IS UNDERSTOOD AND AGREED that the City will pay all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim 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* or otherwise provided in the agreement between the mortgagor and mortgagee.

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

IT IS FURTHER UNDERSTOOD AND AGREED that this that this release and settlement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

IT IS UNDERSTOOD AND AGREED **London Gateway Development Corporation** will maintain the confidentiality of this Release and the settlement and will not divulge either directly or indirectly, the terms, details, facts of or related discussion about the Release or settlement to any person, except to resolve the matter of costs in this proceeding, or as may be required by law, including so as to comply with tax obligations.

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except all reasonable legal fees, appraisal fees, consultation fees, and disbursements, subject to assessment, incurred by **London Gateway Development Corporation** relating to the Expropriation, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release, **London Gateway Development Corporation** has received legal advice regarding this release.

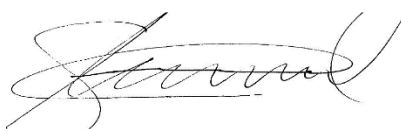
**London Gateway Development Corporation** confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **London Gateway Development Corporation** hereby authorizes and directs the releasee to pay the said consideration as follows:

- (a) payment in the amount of **\$402,500.00** payable to **London Gateway Development Corporation** in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

IN WITNESS WHEREOF I have hereunto set my hand and seal this 15th day of March, 2021.

**London Gateway Development Corporation**

Per:   
\_\_\_\_\_ **Shmuel Farhi, President**

I Have authority to Bind the Corporation



## Appendix A – Source of Financing Report

### Appendix "A" Confidential

#21039

March 29, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition - 4545 Scotland Drive  
Wonderland Road Improvements - Phase 1  
(Subledger LD160016)  
Capital Project TS1487 - Wonderland Road Two Lane Upgrade - Hwy 401 to Hwy 402  
London Gateway Development Corporation

#### 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 Budget, and that, subject to the approval of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, with concurrence of the Director, Major Projects, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,267,800	1,267,800	0	0
Land Acquisition	756,898	266,469	490,429	0
Construction	7,869,302	7,000,864	0	868,438
Utilities	411,000	263,681	0	147,319
City Related Expenses	90,000	4,358	0	85,642
<b>Total Expenditures</b>	<b>\$10,395,000</b>	<b>\$8,803,172</b>	<b>\$490,429</b>	<b>\$1,101,399</b>
<b>Sources of Financing</b>				
Debenture By-law No. W.-5588-276	1,351,300	1,144,370	63,753	143,177
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,043,700	7,658,802	426,676	958,222
<b>Total Financing</b>	<b>\$10,395,000</b>	<b>\$8,803,172</b>	<b>\$490,429</b>	<b>\$1,101,399</b>

#### Financial Note:

Purchase Cost	\$402,500
Add: Legal Fees etc.	75,000
Add: Land Transfer Tax	4,525
Add: HST @13%	62,075
Less: HST Rebate	-53,671
<b>Total Purchase Cost</b>	<b>\$490,429</b>

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

  
Jason Davies  
Manager of Financial Planning & Policy

km

**Appendix A – Aerial Location Map**



Approximate Location Shown highlighted in red above

## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

- VENDOR:** THE CORPORATION OF THE CITY OF LONDON
- PURCHASER:** Maged Eissa in trust for a company to be incorporated under his full control.  
c/o Incon Industrial Limited.
- REAL PROPERTY:**
- Address: 3047 White Oak Road, London, Ontario
- Location: Located on the west side of White Oak Road.
- Measurements approximately +/- 0.39 acres
- Legal Description: 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"
1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
  2. **SALE PRICE:** The purchase price shall be One Hundred Fifty Thousand DOLLARS  
(\$ 150,000.00 ) payable as follows:
    - a) a deposit of Ten Thousand Dollars CDN (\$10,000.00) cash or certified cheque on the date hereof; and
    - b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
  3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
  4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
    - Schedule "A" Description of the Property
    - Schedule "B" Additional Terms and Conditions
  5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by Council of the Corporation of the City of London at a meeting to be held no later than **April 30<sup>th</sup>, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
  6. **TITLE SEARCH:** The Purchaser shall be allowed until **4:30 p.m. on June 30<sup>th</sup>, 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.
  7. **COMPLETION DATE:** This Agreement shall be completed by no later than **4:30 p.m. on July 29<sup>th</sup>, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
  8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
  9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
  10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
  11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, if within the specified times referred to in paragraph 6, any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire, is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.



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

Page page 3 o

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

IN WITNESS WHEREOF The Corporation of the City of London agrees to the above Agreement of Purchase and Sale and has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_, 2021.


THE CORPORATION OF THE CITY OF LONDON

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

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

SIGNED, SEALED AND DELIVERED this 24 day of February, 2021 .  
In the Presence of

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

\_\_\_\_\_  
Per:   
Name: MAGED EISSA; in-trust  
Title: President

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

\_\_\_\_\_  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(IF CORPORATION, I/We have authority to bind the Corporation)

VENDOR'S LAWYER: Sachit Tatavarti, Solicitor I, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

PURCHASER'S LAWYER: BRIAN K. WORRAD.

**SCHEDULE "A"**  
**Location Map**



Approximate Area Shown Highlighted In Red

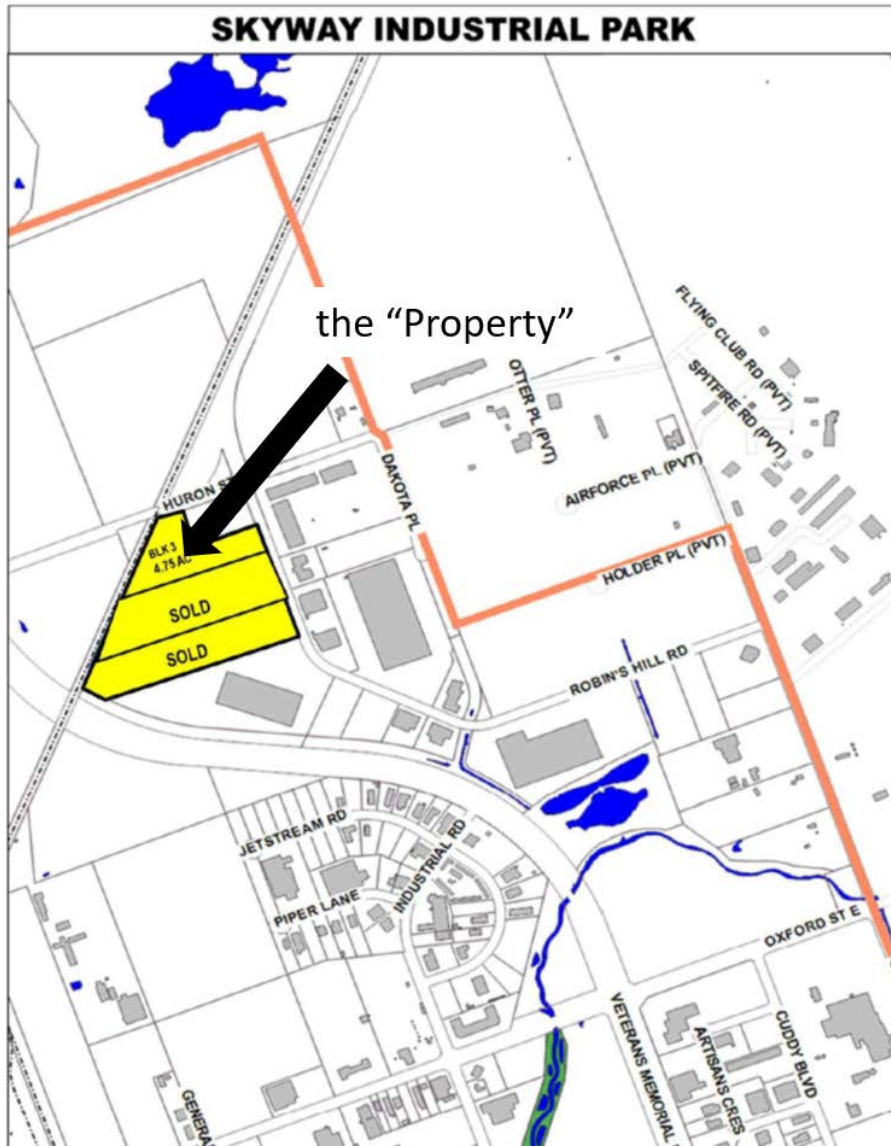


**SCHEDULE "B"**

1. **SOIL, GEOTECHNICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on June 30<sup>th</sup>, 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.  
  
If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.
2. **AS IS, WHERE IS:** 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.
3. **LEGAL COSTS:** The Purchasers and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.
4. **ENCROACHMENT AGREEMENT:** The Property is subject to an encroachment agreement between the Vendor and Whiterock Village Inc. (the "Encroachment Agreement") shown is Schedule "C". Upon acceptance of this Agreement, the Vendor will terminate the Encroachment Agreement which will come to an end on or before the Closing Date of this transaction. The soil grading as completed under the Encroachment Agreement will remain 'as is, where is' on the Property at time of Closing.

**Appendix A – Location Map**

**Location Map & Aerial**



**Aerial showing 50,000 sq. ft facility – for illustration purposes only**



## Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE  
CORPORATION OF THE CITY OF LONDON

PAGE 1

### CLASS 1 SALE

THIS INDENTURE dated the 19 day of March, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**

hereinafter called the **VENDOR**

- and -

**2030830 ONTARIO LTD.**

Address: 285 Ashland Avenue, London, Ontario N5W 4E3  
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 Skyway Industrial Park, in the City of London, in the County of Middlesex, containing 4.7 acres located on the West side of Robin's Hill Road, and being composed of PART BLOCK 3, PLAN 33M615, DESIGNATED AS PARTS 9, 10, 11, 12, 13 & 14, 33R20724, BEING ALL ON PIN 08151-0265 IN THE CITY OF LONDON, COUNTY OF MIDDLESEX and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

**Three Hundred and Twenty Nine Thousand Dollars** **(\$329,000.00)**  
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

**Thirty Two Thousand and Nine Hundred Dollars** (10% of purchase price) **(\$32,900.00)**  
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.

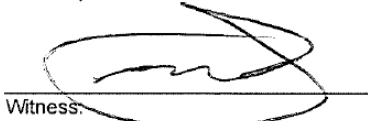
5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the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

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the **30<sup>th</sup> day of April, 2021**, 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 19 day of March, 2021.

SIGNED, SEALED & DELIVERED

in the presence of

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

) 2030830 Ontario Ltd.

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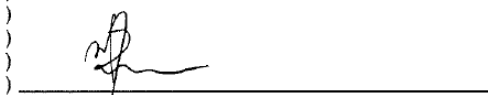
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) Signature of Signing Officer

) Name: **Matthew Balaban**

) Title: **Owner/Director**

) 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

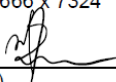
**NOTE:** Schedule "A" attached - "Purchaser's Declaration of Intent"  
Schedule "B" attached - "City-owned Serviced Land Sale Policy"  
Schedule "C" attached - "Subject Property in Red"  
Schedule "D" attached - "Special Provisions & Additional Conditions"

**Realtor:** Brent Rudell, Broker of Record  
Cushman and Wakefield Southwestern Ontario  
620A Richmond St, London ON N6A 5J9

**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:	Skyway Industrial Park, Part of Block 3 Plan 33M-615
Lot & Conc./Part No./Block, etc.; Acres:	PART BLOCK 3, PLAN 33M-615 (4.7 Acres)
Name, Address, Postal Code of Purchaser:	2030830 Ontario Ltd.
Local Company: <u>Yes</u> No	
Intended Use of Building - (Describe):	Manufacturing and Light Assembly of HVAC and Mechanical Roof Support Products, Manufacturing and Assembly of Custom-made Golf Clubs, Design and Manufacturing of Putters and Wedges
Major Industrial Classification of User:	Manufacturing and Light Assembly of Metal Parts and Injection Mold Plastics
List of Products Manufactured/Handled:	HVAC and Mechanical Roof Support Products, and Golf Clubs
Number of Employees Anticipated:	10 (Full Time)
Number of Square Feet of Building Proposed:	50,000 sq. ft.
Number of Square Feet in Property Purchase:	204,732 sq. ft.
Proposed Building Coverage as % of Lot Area:	24 percent (24%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	N/A
Proposed Building Material for this Project:	N/A
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:	Beth Mullin McKenzie Lake Lawyers 140 Fullarton St Suite 1800, London, ON N6A 5P2 mullin@mckenzielake.com
Telephone:	519-672-5666 x 7324
Purchaser's Executive Completing this Form: Matthew Balaban Owner/Director 2030830 Ontario Ltd.	 _____ (signature) I have authority to bind the Corporation

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

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

**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.

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

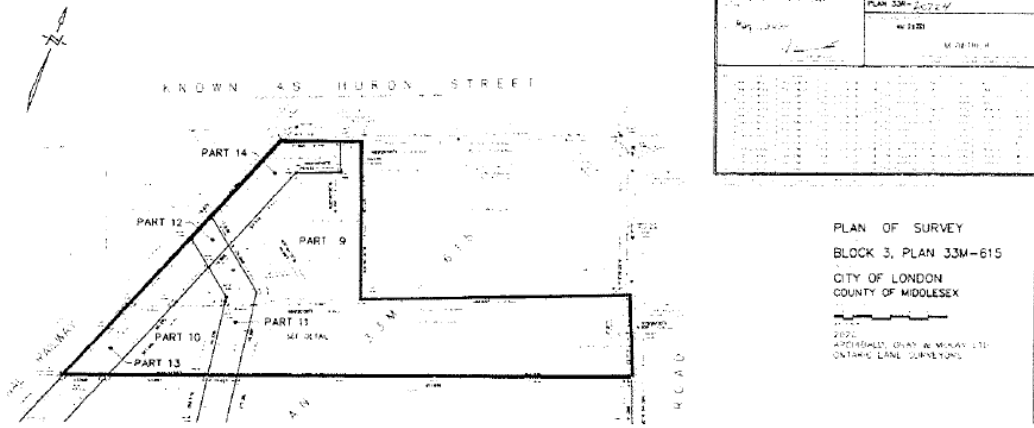
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section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

**SCHEDULE "C"**

**R-PLAN 33R-20724**



**SCHEDULE "D"**

## ADDITIONAL TERMS AND CONDITIONS

Headings

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

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Requirement for Sewage Sampling Manholes

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

Development Agreement

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

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.

Delivery of Reports

Within five (5) business days of the Vendor's acceptance of this Agreement, the Vendor shall deliver to the Purchaser all documents within the Vendor's possession or control which are currently relevant to the property including without limitation, surveys, reports, correspondence or other documents in any way pertaining to environmental matters or soil conditions affecting the property and any other correspondence or documents which would be material to a proposed purchaser of the property.



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.

Canadian National (CN) Railway Conditions

Prior to a submission of a site plan application and/or an application, should any building be within 75 metres of the CN railway right-of-way, the Purchaser shall submit a noise and vibration report prepared by a qualified consultant. A certificate of compliance for the implementation of the report recommendations shall be included in the site plan/building permit application.

The Purchaser shall include in any submission of a site plan application and/or building permit application for this Plan, notice indicating that buildings and structures shall be set back a minimum of 15 metres from the railway right-of-way.

The Purchaser agrees to maintain the existing berm in perpetuity, over a portion of lands shown as Parts 12, 13, and 14 in 33R-20724. This condition shall survive and not merge on the completion of this transaction.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Purchaser, at the Purchaser's expense, determining the feasibility of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to this condition is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Obtaining a Minor Variance

If required, the Purchaser shall have a period of Ninety (90) days from the date of acceptance of this Agreement to obtain, at the Purchaser's own expense, a minor variance from the requirements of the zoning by-law for the Property which may include but not be limited to approval for the existing lot frontage and building setbacks (the "Variance"). The Purchaser agrees to proceed in a diligent manner to obtain the Variance. The Vendor agrees to authorize the Purchaser to apply to obtain the Variance and to support such application and to co-operate with the Purchaser in all reasonable respects, provided that the Purchaser shall pay all costs associated with the variance application.

And provided however that if an appeal against the Variance is made to the Local Planning Appeal Tribunal (LPAT) within the time limited period above, then this Agreement, its terms and provisions, shall remain in

force and effect and the completion date for this Agreement shall be automatically extended until 5:00pm on the 30th day following the release of the LPAT final decision and Order regarding all such appeals within its jurisdiction. In the event that the LPAT modifies or amends the Minor Variance in any manner which is unacceptable to the Purchaser, in its sole discretion, the Purchaser shall within 10 days of the release of the LPAT decision or order advise the Vendor to that effect and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. If the Purchaser fails to deliver written notice in accordance with this paragraph, this condition shall be deemed to have been waived.

If the Purchaser is unable to obtain the Variance required and no appeal of a refusal by the approval authority is pursued, it shall within the aforesaid time limited period of 90 days deliver written notice to the Vendor to that effect and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction. If the Purchaser fails to deliver written notice in accordance with this paragraph, this condition shall be deemed to have been waived.

#### 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.

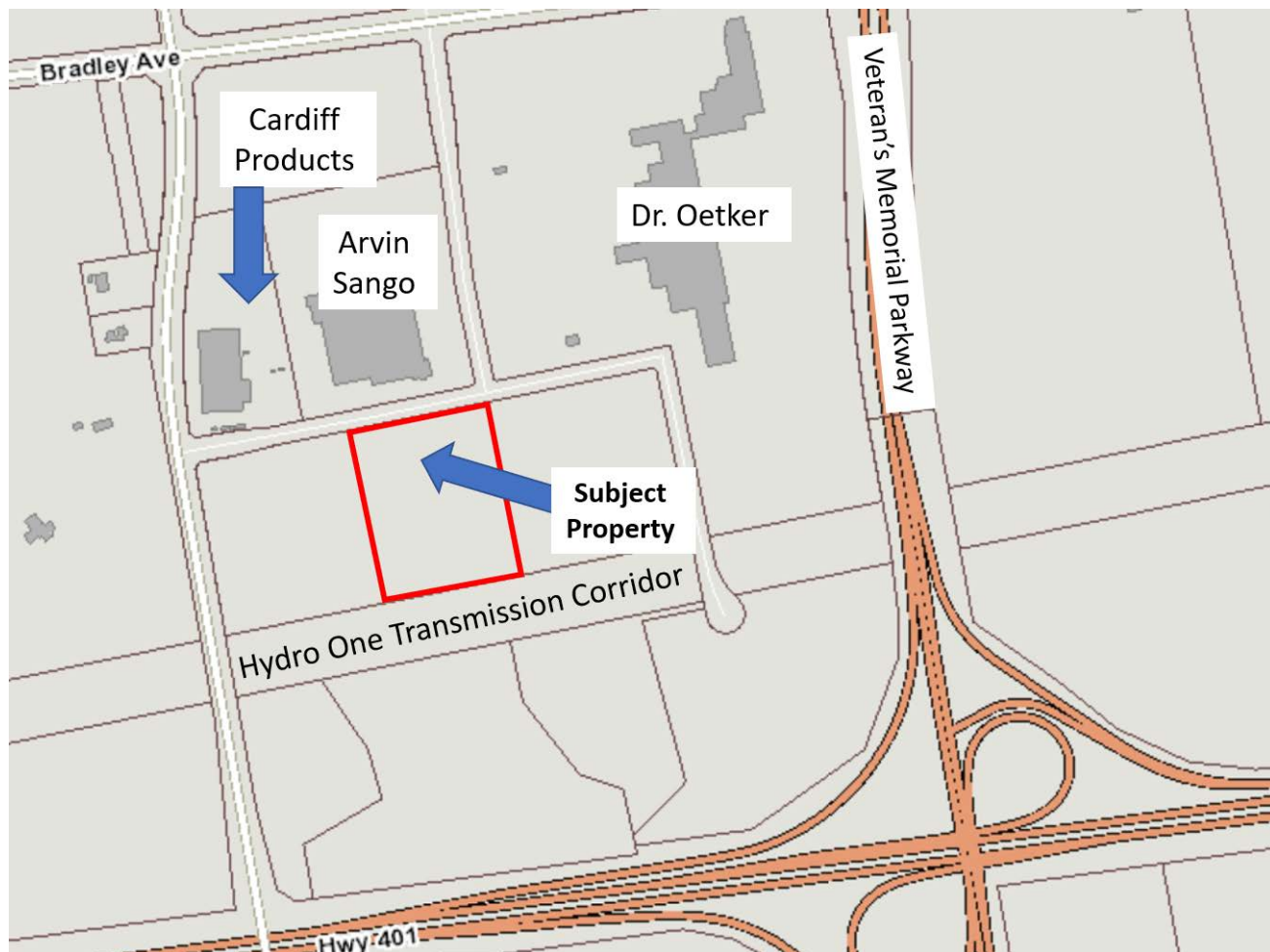
#### Topsoil Relocation:

The Purchaser acknowledges and agrees that the Vendor will remove the majority of the existing excess topsoil material (the "Excess Topsoil Material") from the Property to other lands as selected by the Vendor and at the Vendor's expense as soon as reasonably possible. Approximately 500 cubic metres will remain in a stock-pile on the Property for the Purchaser's future grading and landscaping requirements. This condition shall not merge on the completion of this transaction.

#### Survival of Conditions

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

**Appendix A – Location Map and Aerial**



Approximate Area Shown of Subject Property

**SUBJECT PROPERTY**



Subject Property shown as Parcel B. Subject to Final Survey

## 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 10 day of MARCH, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

BOSCO AND ROXY'S INC.

Address: 65 Bessemer Rd., London, Ontario, Canada N6E 2G1

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 III, in the City of London, in the County of Middlesex containing approximately eight (8) acres located on the south side of Discovery Drive, more specifically described as PART OF BLOCK 2 IN PLAN 33M-627, LOCATED IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING PART OF PIN 08197-0209 (LT) which is labelled as Parcel B and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately;

**Four Hundred and Sixty Five Thousand and Two Hundred and Eighty Dollars (\$465,280.00)**  
of lawful money of Canada calculated at the rate of

**Fifty Eight Thousand One Hundred and Sixty Dollars (\$58,160.00)**  
per acre, with normal municipal services available in the road allowance.

The Purchaser submits

**Forty Six Thousand Five Hundred and Twenty Eight Dollars (\$46,528.00)**  
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.

1. 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.
2. 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.
3. 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.
4. 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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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



14. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 30<sup>th</sup> day of April, 2021, 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 March, 2021.

SIGNED, SEALED & DELIVERED

in the presence of

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

) BOSCO AND ROXY'S INC.

) Purchaser

)

)

)

)

)   
\_\_\_\_\_  
Signature of Signing Officer

) Name: Jaymie Crook

) Title: President

) 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 - "Property in Red"  
Schedule "D" attached - "Additional Terms & Conditions"

**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 III, Part of Block 2
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 2, on Plan 33M-627 (8 Acres)
Name, Address, Postal Code of Purchaser:	BOSCO AND ROXY'S INC.
Local Company: <b>Yes</b> No	
Intended Use of Building - (Describe):	Bakery to Produce Gourmet Cookies for Dogs
Major Industrial Classification of User:	Pet Food Manufacturer & Processing
List of Products Manufactured/Handled:	Gourmet Dog Cookies
Number of Employees Anticipated:	125+ (Full Time)
Number of Square Feet of Building Proposed:	55,000+ square feet
Number of Square Feet in Property Purchase:	283,140 square feet
Proposed Building Coverage as % of Lot Area:	19.4 percent (19.4%)
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:	Suzanne Godin BBO 1600-380 Wellington St., London ON N6A 5B5
Telephone:	1(519)-679-0400

Purchaser's Executive Completing this Form:  
Jaymie Crook, President  
BOSCO AND ROXY'S INC.



(signature)  
I have authority to bind the Corporation.

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

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

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.



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.

SCHEDULE "C"

THE PROPERTY



SUBJECT TO FINAL SURVEY

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**SCHEDULE "D"****Additional Terms and Conditions****HEADINGS**

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

**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.

**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, Conservation and Parks (MOECP), and any other approvals deemed necessary by the City.

**Purchaser Condition – Environmental**

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any environmental inspections and investigations of the property as it may reasonably require, to be completed no later than ninety (90) days from the date of acceptance of this Agreement. If, within that time, any valid objection to environmental conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the environmental conditions.

**Purchaser Condition – Geotechnical Review**

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting any geotechnical inspections of the property as it may reasonably require, to be completed no later than ninety (90) days

from the date of acceptance of this Agreement. If, within that time, any valid objection to the geotechnical conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the geotechnical conditions.

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 4 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 4 and Purchaser's conditions for Environmental and Geotechnical Review provided above.

Purchaser Condition – Feasibility of Intended Use

This offer is conditional upon the Buyer, at the Buyer's expense, determining the financial feasibility of the Buyer's intended use for the property satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the City 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 Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the City as aforesaid within the time period stated herein.

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.

Restrictive Covenant

The Purchaser acknowledges that the Property is subject to a restrictive covenant for the benefit of Dr. Oetker, registered as Instrument No. ER791574 and ER788141, which limits the types of uses that can be established on the Property (the "Restrictive Covenant"). The Purchaser agrees to accept and be bound by the terms, covenants and obligations contained in the Restrictive Covenant agreement and acknowledges that title to the Property shall be accepted on closing subject to the Restrictive Covenant. This offer is conditional on the Vendor obtaining approval of the Purchaser's proposed use as described in Schedule "A" from Dr. Oetker within 90 days of the acceptance of this Agreement. If such approval has not been obtained within the time allowed herein to the Vendor's satisfaction, then this Agreement, notwithstanding any intermediate acts or negotiation in respect of such approval, shall be at an end and all monies theretofore paid shall be refunded to the Purchaser without interest or deduction and the Vendor shall not be liable to the Purchaser for any costs or damages. The Purchaser agrees to provide the Vendor with any information concerning their proposed operation as may be reasonably necessary to permit the Vendor to satisfy this condition. This condition is included for the sole benefit of the Vendor and may be waived at the Vendor's option by notice in writing to the Purchaser within the time period stated herein. For greater clarity, the Vendor's waiver of this condition may not be relied upon by the Purchaser as evidence that the proposed uses described in Schedule "A" of this Agreement are permitted under the Restrictive Covenant and the Purchaser shall independently complete all due diligence necessary to satisfy themselves that their intended use of the Property shall comply with the Restrictive Covenant.

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

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

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deduction except as otherwise provided for herein. This condition is included for the benefit of the Vendor and may be waived at the Vendor's sole option by notice in writing to the Purchaser as aforesaid within the time period stated herein.

Reference Plan & Purchase Price Adjustments

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

The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 8 acres multiplied by an aggregate land rate of \$58,160 per acre. If the actual size of the Property is different than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the actual area of the Property multiplied by \$58,160 per acre.

Notwithstanding the above, 10 acres of land shown as Parcel C in Schedule "C" are subject to an Option Agreement with Dr. Oetker Canada Ltd. (the "Option"). In the event the survey work completed herein results in a variance of more or less land for the Property as a result of the Option lands secured by Dr. Oetker, the Purchase Price for the Property shall be adjusted to reflect a price equal to the final area of the Property multiplied by \$58,160 per acre.

Wetland Buffer Area

The Purchaser acknowledges and agrees that the wetland buffer area (the "Buffer Area") totaling approximately 1.5 acres is constrained from any future development. The Vendor makes no representations or warranties for this portion of lands and the Buffer area is being sold on an 'as-is where-is' basis.

Hydro One Easement

The Purchaser agrees to an existing easement benefitting Hydro One Networks Inc. (formerly Hydro Electric Power Commission of Ontario & Ontario Hydro) (the "Hydro One Easement") over a portion of lands described as Part 4 and Part 5 in 33R-17915 which is registered on title as instruments WU47079 and WU47080. This condition shall survive and not merge on the completion of this transaction.

Survival of Conditions

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

Urban Design Guidelines for Innovation Park

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

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINESSpecial 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.

