



Council Minutes

The 8th Meeting of City Council
May 25, 2021, 4:00 PM

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

Absent: M. Salih

Also Present: J. Taylor and B. Westlake-Power
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, G. Belch, G. Bridge, M. Butlin, B. Card, K. Dickins, M. Goldrup, G. Kotsifas, K. Scherr, C. Saunders, M. Schulthess, C. Smith, G. Smith, S. Tatavarti, A. Thompson, B. Warner and P. Yeoman.
The meeting was called to order at 4:02 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih; it being noted that the following Members attended the meeting remotely: M. van Holst, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor E. Pelozza discloses a pecuniary interest in Item 9 (2.8) of the 8th Report of the Community and Protective Services Committee and related Bill No. 247, having to do with Integrated Subsidized Transit Program: Phase 1 Funding Agreement, by indicating that her son makes use of the Subsidized Transit Program.

Councillor S. Turner discloses a pecuniary interest in Item 4.4 (6.4) of the 8th Report of the Council, In Closed Session and related Added Bill No. 265, having to do with Minutes of Settlement and Letter of Understanding providing for a bilingual stipend, between The Corporation of the City of London and Local Union No. 101 (Canadian Union of Public Employees (“CUPE Local 101”), by indicating that he supervises CUPE Local 101 employees and the Middlesex London Health Unit.

2. Recognitions

2.1 His Worship the Mayor recognizes, in absentia, the recipient of the 2021 Tim Hickman Health and Safety Scholarship: Skylar Synesael

3. Review of Confidential Matters to be Considered in Public

None.

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

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. 243, being a by-law to confirm the proceedings of the Council Meeting held on the 25th day of May, which will be considered, prior to Stage 14 – Adjournment; and

b) Stage 9 – Added Reports –Item 9.1 – 8th Report of Council, In Closed Session be considered after Stage 4 – Council, In Closed Session.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

Motion made by: E. Pelosa

Seconded by: S. Lehman

That the Minutes of the 7th Meeting, held on May 4, 2021, BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

6. Communications and Petitions

Motion made by: M. Cassidy

Seconded by: E. Pelosa

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

6.1 2631 Hyde Park Road and 1521 Sunningdale Road West (Refer to the Planning and Environment Committee Stage for Consideration with Item 11 (3.2) of the 8th Report of the Planning and Environment Committee);

1. P.W Vandebosch, Cram and Associates

2. J. Pratt, Thames Valley District School Board

6.2 Property Standards By-law (Refer to the Community and Protective Services Committee Stage for Consideration with Item 5 (2.4) of the 8th Report of Community and Protective Services Committee):

1. M. Atalla, R. Hawkes, L. Kleinert, M. Niazi, A. White, and LifeSpin

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 8th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 8th Report of the Planning and Environment Committee BE APPROVED, excluding Items 10 (3.1), 11 (3.2) and 12 (3.3).

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. Pelozza, 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. (2.2) 1620 Noah Bend (Block 95, Plan 33M-733) - (P-9338)

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 Kenmore Homes (London) Inc., to exempt Block 95, Plan 33M-733 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 May 10, 2021 BE INTRODUCED at a future Council meeting, to exempt Block 95, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;

b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 95, Plan 33M-733 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) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) 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; and,
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1620 Noah Bend to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D05)

Motion Passed

3. (2.3) 335 Kennington Way and 3959 Mia Avenue (33M-765, Block 1, RP 33R-20777 Parts 2 & 3) - (P-9304) (Relates to Bill No. 251)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 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 Planning Act, R.S.O. 1990, c.P. 13, for a period not exceeding three (3) years. (2021-D05)

Motion Passed

4. (2.4) 3964 Mia Avenue (33M-765, Block 2) - (P-9305) (Relates to Bill No. 252)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Prosperity Homes, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to exempt Block 2, Plan 33M-765 from the Part-Lot Control provisions of Subsection 50(5) of the Planning Act, R.S.O. 1990, c.P. 13, for a period not exceeding three (3) years. (2021-D05)

Motion Passed

5. (2.5) 146 and 184 Exeter Road – Middleton Subdivision - Phase 3 - Removal of Holding Provisions - (H-9294) (Relates to Bill No. 259)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Sifton Properties Limited, relating to lands located at 146 and 184 Exeter Road, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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 Residential R1 Special Provision (h•h-100•R1-4(29)) Zone and a Holding Residential R1 Special Provision (h•h-100•R1-13(7)) Zone TO a Residential R1 Special Provision (R1-4(29)) Zone and a Residential R1 Special Provision (R1-13(7)) Zone to remove the h and h-100 holding provisions. (2021-D09)

Motion Passed

6. (2.6) 1639–1685 Brayford Avenue – Removal of Holding Provision - (H-9336) (Relates to Bill No. 260)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Jefferson Homes Ltd., relating to lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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 Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

Motion Passed

7. (2.7) 2258–2334 Wickerson Road – Removal of Holding Provision - (H-9337) (Relates to Bill No. 261)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, based on the application by Kape Developments Ltd., relating to lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 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 Residential R1 Special Provision (h-37•R1-3(7)) Zone TO a Residential R1 Special Provision (R1-3(7)) Zone, and FROM Holding Residential R1 (h-37•R1-4) Zone TO a Residential R1 (R1-4) Zone to remove the h-37 holding provision. (2021-D09)

Motion Passed

8. (2.8) 1284 and 1388 Sunningdale Road West - Kent Subdivision - Phase 3 - Special Provisions - (39T-04510-3C)

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 Foxhollow North Kent Development Inc., for the subdivision of land over Part of Lot 23, Concession 5, (Geographic Township of London), City of London, County of Middlesex, situated on the south side of Sunningdale Road West, between Wonderland Road North and Hyde Park Road, and on the north side of the Heard Drain, municipally known as 1284 and 1388 Sunningdale Road West:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Foxhollow North Kent Development Inc., for the Foxhollow North Kent Subdivision, Phase 3C (39T-04510-3C) appended to the staff report dated May 10, 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 May 10, 2021 as Appendix "B";

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

9. (2.1) London Plan Appeals Update – Results of April 15, 2021
Local Planning Appeal Tribunal (LPAT) Decision

Motion made by: P. Squire

That, on the recommendation of the Director, City Planning and City Planner, the staff report dated May 10, 2021 entitled "London Plan Appeals Update - Results of April 15, 2021 Local Planning Appeal Tribunal (LPAT) Decision", with respect to an update on the status of London Plan Appeals, BE RECEIVED for information. (2021-L01)

Motion Passed

13. (4.1) Councillor M. van Holst - Meadowlilly ESA

Motion made by: P. Squire

That, the communication from Councillor M. van Holst with respect to the preserving environmental heritage near the Meadowlilly Environmentally Significant Area BE RECEIVED for information.

Motion Passed

14. (5.1) 3rd Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 3rd Report of the Trees and Forests Advisory Committee from its meeting held on April 28, 2021:

a) Municipal Council BE ADVISED that the Trees and Forests Advisory Committee recommends that road narrowing be a priority for the Neighbourhood Street Renewal Program projects, to maximize the space for trees and sidewalks within the right of way;

it being noted that a verbal presentation from D. MacRae, Director, Roads and Transportation, with respect to this matter, was received;

b) the following actions be taken with respect to the Veteran Tree Incentive Program:

i) the Civic Administration BE REQUESTED to explore options to target recipients who genuinely need additional financial support in order to maintain their veteran trees;

ii) the Civic Administration BE REQUESTED to consider and compare, during its review of the above-noted program, its cost-efficiency relative to the canopy cover that is expected to be gained; and,

iii) the Civic Administration BE REQUESTED to seek to prioritize low canopy neighbourhoods and non-invasive species for the above-noted program, given that funding is limited and not all of the veteran trees can be maintained;

it being noted that the presentation, as appended to the added agenda, from S. Rowland, Urban Forestry Planner, with respect to this matter, was received;

c) the final 2021 Trees and Forests Advisory Committee Work Plan, BE APPROVED;

d) the following actions be taken with respect to the communication, as appended to the added agenda, from J. Kogelheide with respect to tree care communications:

i) the Civic Administration BE REQUESTED to implement the Trees and Forest Advisory Committee's recommendation with respect to the distribution of promotional materials related to tree care practices including:

- A) proper tree mulching;
- B) watering newly planted trees; and,
- C) not travelling with firewood;

it being noted that the above-noted communication, with respect to this matter, was received; and,

e) clauses 1.1, 2.3, 3.1 and 3.2, inclusive, 5.1 and 5.2, inclusive and 5.5 BE RECEIVED, for information.

Motion Passed

10. (3.1) 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street (TZ-9316) (Relates to Bill No. 262)

Motion made by: P. Squire

That, on the recommendation of the Director, Development Services, with respect to the application of Farhi Holdings Corporation relating to the properties located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street, the proposed by-law appended to the staff report dated May 10, 2021 BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), by extending the Temporary Use (T-70) Zone for a period not exceeding three (3) years;

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

- a communication dated May 3, 2021 from M. Smith, by e-mail;
- a communication dated May 4, 2021 from K. Langdon, by e-mail;
- a communication dated May 4, 2021 from G. Anastasiadis, by e-mail;

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 extension to the Temporary Use (T-70) Zone is consistent with the Provincial Policy Statement, 2020;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of the 1989 Official Plan, including but not limited to, the Temporary Use By-law policies;
- the recommended extension to the Temporary Use (T-70) Zone conforms to the in-force policies of The London Plan, including but not limited to, the Temporary Use Provisions;
- the recommended extension to the Temporary Use (T-70) Zone does not compromise the ability to achieve the long-term goals of Our Move Forward: London's Downtown Plan;
- the recommended extension to the Temporary Use (T-70) Zone is appropriate to help maintain an adequate supply of parking to service businesses in the Downtown and on Richmond Row pending the gradual transition away from the use of surface commercial parking lots as transit ridership increases and as alternative parking spaces are provided; and,
- the parking lots have existed for periods ranging from 15-28 years and have achieved a measure of compatibility with the surrounding land uses. (2021-D09)

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

Nays: (5): J. Helmer, M. Cassidy, A. Hopkins, S. Turner, and E. Pelozza

Absent: (1): M. Salih

Motion Passed (9 to 5)

11. (3.2) 2631 Hyde Park Road and 1521 Sunningdale Road West – (O-9190) (Relates to Bill No's. 253 and 254)

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 Auburn Developments Inc., relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West:

- a) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO an Urban Reserve Community Growth and Environmental Review designation;
- b) the proposed by-law appended to the staff report dated May 10, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend The London Plan to change the Place Type of the subject lands FROM a Green Space place type TO a Future Community Growth place type and Environmental Review place type; it being noted that the amendments will come into full force and effect concurrently with Map 1 and Map 7 of The London Plan;

c) the request to amend the Official Plan to change the designation of the subject lands FROM an Open Space designation TO a Low Density Residential designation BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;
- iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;
- v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;
- vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;
- vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,
- viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

d) the request to amend the Official Plan to change the designation of the subject lands FROM a Green Space place type TO a Neighbourhood place type BE REFUSED for the following reasons:

- i) the proposed amendment is not consistent with the Provincial Policy Statement 2020 as it does not ensure an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- ii) the proposed amendment does not conform to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;

iii) the proposed amendment does not conform to the in-force policies of The London Plan, including but not limited to the Key Directions and Secondary Plan Policies;

iv) the requested amendment is premature. The site needs to be considered through a larger planning review process (a secondary plan) to determine its integration within a larger future neighbourhood, the applicable vision and character for the new neighbourhood, what an appropriate land use pattern is for the area, and other technical requirements;

v) the subject site is at a key location within the broader planning context and its designation and potential future development without consideration of the surrounding lands is not “big-picture” or long term thinking and if designated in isolation of these lands, it could result in future land use, servicing, and road network issues;

vi) the subject site has not been reviewed for urban land uses which would have taken into account servicing demands/road networks and schooling/public service facility requirements for the subject site within the larger context of the Fox Hollow Community Plan;

vii) the proposed amendment in isolation of the surrounding lands could result in an inefficient development and land use pattern and create issues with the future expansion of the settlement area as the current amendment may ultimately conflict with the vision and goals of the future Secondary Plan in the area; and,

viii) the lands were originally designated and zoned for the sole purpose of a cemetery use;

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

- a communication dated May 6, 2021, from S. Stapleton, Vice-President, Auburn Developments; 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;

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

- the recommended amendment is consistent with the Provincial Policy Statement (PPS) 2020 as it ensures an appropriate process can be undertaken prior to development which will allow for the integration of land use planning, growth management, transit-supportive development, intensification and infrastructure planning to achieve cost-effective development patterns, optimization of transit investments, and standards to minimize land consumption and servicing costs, ensuring that necessary infrastructure and public service facilities are or will be available;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Secondary Plan policies, Urban Reserve Community Growth policies and Environmental Review policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Secondary Plan Policies, Future Community Growth and Environmental Review policies;
- the recommended amendment ensures that the subject site is reviewed through a comprehensive review process along with the surrounding lands to ensure the efficient expansion of the

settlement area and comprehensive review of land use and servicing needs for the area; and,

- the recommended amendment prevents ad-hoc planning and prevents future compatibility issues with the surrounding lands in regards to land use impacts, servicing constraints and sufficient public service facilities being able to support the proposed development. (2021-D08)

Amendment:

Motion made by: S. Lehman

Seconded by: P. Squire

That the application from Auburn Developments Inc, relating to the property located at 2631 Hyde Park Road and 1521 Sunningdale Road West BE REFERRED back to the Civic Administration in order to provide an opportunity for discussions to be held with the Thames Valley District School Board to receive details on the Board's requirements for and the timing of the construction of a future school on the subject land, with consideration also being given to the timing of the development of a future plan of subdivision and the possible future servicing on the subject land and report back to a future meeting of the Planning and Environment Committee on the results of those discussions.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozo, and S. Hillier

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

Absent: (1): M. Salih

Motion Passed (10 to 4)

12. (3.3) 3557 Colonel Talbot Road (SPA20-063)

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 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

- i) the lack of consultation with the property owners on the west side of the property;
- ii) potential runoff on the west side of the property;
- iii) the impact of the removal of the three mature evergreen trees; and,
- iv) the potential impact of the retaining wall and any potential impact of that on the cedar hedge; and,

b) the Approval Authority BE ADVISED that the Municipal Council does not have any issues with respect to the Site Plan Application, and Council supports the Site Plan Application;

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- D11)

Motion made by: A. Hopkins
Seconded by: M. Cassidy

That part b) BE AMENDED to read as follows:

b) the Approval Authority BE ADVISED that the Municipal Council requests that the following matters be considered by the Approval Authority with respect to the Site Plan Application:

- i) the comments received to date regarding the privacy concerns and loss of boundary landscaping be considered; and,
- ii) the City's Landscape Architect be requested to continue to work with the applicant's Landscape Architect to develop a landscape plan that would enhance the existing and proposed landscaping to provide for greater privacy between the proposed development and adjacent properties;

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.

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Item 12 (3.3), as amended BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Item 12 (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 2749282 Ontario Inc., relating to the property located at 3557 Colonel Talbot Road:

a) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development:

- i) the lack of consultation with the property owners on the west side of the property;
- ii) potential runoff on the west side of the property;

- iii) the impact of the removal of the three mature evergreen trees; and,
 - iv) the potential impact of the retaining wall and any potential impact of that on the cedar hedge; and,
- b) the Approval Authority BE ADVISED that the Municipal Council requests that the following matters be considered by the Approval Authority with respect to the Site Plan Application:
- i) the comments received to date regarding the privacy concerns and loss of boundary landscaping be considered; and,
 - ii) the City's Landscape Architect be requested to continue to work with the applicant's Landscape Architect to develop a landscape plan that would enhance the existing and proposed landscaping to provide for greater privacy between the proposed development and adjacent properties;

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.

8.2 8th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 8th Report of the Community and Protective Services Committee BE APPROVED, excluding item 9 (2.8).

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 4th Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 4th Report of the Accessibility Advisory Committee, from its meeting held on April 22, 2021:

- a) the Municipal Council BE ADVISED that the Accessibility Advisory Committee (ACCAC) continues to support its previous recommendation, from its meeting held on January 28, 2021, with respect to the installation of sidewalks in the City of London; it being noted that the recommendation read as follows:
 "That the following actions be taken with respect to the Memo dated January 20, 2021, from the Director, Roads and Transportation, related to the 2021 Neighbourhood Street Reconstruction Projects - Complete Streets Sidewalk Assessments:

i) the Civic Administration BE ADVISED that the Accessibility Advisory Committee (ACCAC) supports the inclusion of sidewalks on both sides of the streets listed within the above-noted Memo except in circumstances that warrant sidewalks on only one side of the street; and,

ii) the Civic Administration BE ADVISED that the only instances that call for zero sidewalks on a street should be situations where the circumstances are insurmountable for the installation of sidewalks and, in those cases, the ACCAC should be consulted”;

it being noted that the ACCAC reviewed the Municipal Council resolution letter, from its meeting held on March 23, 2021, with respect to New Sidewalks in 2021 Infrastructure Reconstruction Projects; and,

b) clauses 1.1, 2.1, 3.1, 3.2, 3.4 and 4.1 BE RECEIVED.

Motion Passed

3. (2.2) 2nd Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

That the 2nd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on April 22, 2021, BE RECEIVED.

Motion Passed

4. (2.3) Health Canada Consultation - Personal Production of Cannabis for Medical Purposes

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to Health Canada Consultation for Personal Production of Cannabis for Medical Purposes:

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

b) the Civic Administration BE DIRECTED to continue to consult with the Federal Government to identify challenges relating to public safety, nuisance control and Building Code compliance associated with the personal production of cannabis for medical purposes. (2021-P09)

Motion Passed

5. (2.4) Property Standards By-law (Relates to Bill No's. 248, 249, and 250)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated May 11, 2021, related to the Property Standards By-law:

- a) the proposed by-law, as appended to the above-noted staff report, and the ~~attached~~ Schedule 'A' to the by-law, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16, being “A by-law prescribing standards for the maintenance and occupancy of property”;
- b) the proposed by-law, as appended to the above-noted staff report, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law A.-6653-121 being “A by-law to establish the positions of Hearings Officer”;
- c) the revised ~~attached~~ proposed by-law BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021 to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law; and,
- d) the above-noted staff report BE RECEIVED. (2021-P01)

Motion Passed

- 6. (2.5) Property Standards Related Demolition (Relates to Bill No. 246)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to approve the demolition of an abandoned building at municipal address of 508 Riverside Drive, City of London, and the property shall be cleared of all buildings, structures, debris or refuse and left in a graded and levelled condition, in accordance with the City of London Property Standards By-law and Building Code Act. (2021-P01/P10D)

Motion Passed

- 7. (2.6) Housing Stability for All Plan 2020 Update and Priorities for 2021

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 May 11, 2021, related to the Housing Stability for All Plan 2020 Update and Priorities for 2021:

- a) the Civic Administration BE DIRECTED to submit the Housing Stability for All Plan (HSAP) 2020 Update and Priorities for 2021 to the Ontario Ministry of Municipal Affairs and Housing as the annual update to the local homeless prevention and housing plan, in accordance with the Housing Services Act, 2011 (HSA);
- b) the Civic Administration BE DIRECTED to circulate this report to stakeholders, agencies, and community groups including, but not limited to, Middlesex County, London Housing Advisory Committee, and the London Homeless Coalition; and,

c) the Civic Administration BE DIRECTED to circulate this report to the Strategic Priorities and Policy Committee to form part of the Housing Development Corporation, London's (HDC's) 2020 annual report to the Shareholder. (2021-S11)

Motion Passed

8. (2.7) 2020 Ontario Works Participant and Service Delivery Profile

Motion made by: J. Helmer

That, on the recommendation of the Acting Manager Director, Housing, Social Services and Dearness Home, the staff report dated May 11, 2021, with respect to the 2020 Ontario Works Participant and Service Delivery Profile, BE RECEIVED. (2021-S04)

Motion Passed

10. (2.9) London Fire Department Emergency Repairs

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the staff report dated May 11, 2021, with respect to London Fire Department Emergency Repairs, BE RECEIVED. (2021-V01)

Motion Passed

11. (4.1) Cosmetic Lawn Care

Motion made by: J. Helmer

That the following actions be taken with respect to Cosmetic Lawn Care in the City of London:

a) the delegation request from J. Morton with respect to Cosmetic Lawn Care BE APPROVED to be heard at this meeting;

b) the communication from J. Morton, as appended to the Agenda, the communication, dated May 6, 2021, from T. DiGiovanni, Landscape Ontario, as appended to the Added Agenda, and the verbal delegation from J. Morton, with respect to Cosmetic Lawn Care, BE RECEIVED. (2021-E05)

Motion Passed

12. (4.2) Securing Spaces to Offer Support Services

Motion made by: J. Helmer

That the communication from Councillor M. van Holst, as appended to the Agenda, with respect to Securing Spaces to Offer Support Services, BE RECEIVED. (2021-S04)

Motion Passed

13. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at May 3, 2021, BE RECEIVED.

Motion Passed

9. (2.8) Integrated Subsidized Transit Program: Phase 1 Funding Agreement (Relates to Bill No. 247)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated May 11, 2021, BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021, to:

a) authorize and approve a new Funding Agreement, as appended to the above-noted by-law, between The Corporation of the City of London and the London Transit Commission for the purpose of providing subsidized transit for:

- i) individuals who are visually impaired;
- ii) children 12 years of age and under;
- iii) youth 13-17 years of age; and,
- iv) individuals 65 years of age and over;

b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;

c) authorize the Deputy City Manager, Neighbourhood and Community-Wide Services, or their designate to approve and amend the Schedules of the above-noted Agreement; and,

d) repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239 and By-law A.-7494-20. (2021-T03/F11)

Yeas: (13): 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, A. Kayabaga, and S. Hillier

Recuse: (1): E. Pelosa

Absent: (1): M. Salih

Motion Passed (13 to 0)

8.3 8th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 8th Report of the Corporate Services Committee, BE APPROVED, excluding Items 2 (2.1), 5 (2.2) and 8 (2.6).

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (2.5) 2020 Annual Report on Development Charges Reserve Funds

Motion made by: M. Cassidy

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

a) the 2020 Annual Report on Development Charges Reserve Funds BE RECEIVED for information in accordance with section 43 (1) of the Development Charges Act, 1997, which requires the City Treasurer to provide a financial statement relating to development charge by-laws and associated reserve funds; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2020 Annual Report on Development Charges Reserve Funds available to the public on the City of London website to fulfill Council's obligation under section 43 (2.1) of the Development Charges Act, 1997.

Motion Passed

4. (2.7) Employee Absenteeism 2020

Motion made by: M. Cassidy

That, on the recommendation of the Director of People Services, and concurrence of the City Manager, the staff report dated May 10, 2021 regarding Employee Absenteeism 2020 BE RECEIVED for information.

Motion Passed

6. (2.3) Court Security and Prisoner Transportation Program Transfer Payment Agreement (Relates to Bill No. 245)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports the proposed by-law as appended to the staff report dated May 10, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting on May 25, 2021 to:

- a) approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program ("Agreement") attached as Schedule "1" to the staff report;
- b) authorize the Mayor and the City Clerk to execute the Agreement;
- c) authorize the Deputy City Manager, Finance Supports to approve any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST);
- d) authorize the Mayor and the City Clerk to execute any future amending agreements between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and The Corporation of the City of London with respect to the Court Security and Prisoner Transportation Program (CPST) approved by the Deputy City Manager, Finance Supports; and,
- e) authorize the Deputy City Manager, Finance Supports (or designate) to execute any reports required by the province under the Agreement.

Motion Passed

7. (2.4) City of London Strategic Advocacy Framework

Motion made by: M. Cassidy

That, on the recommendation of the Director, Strategic Communications and Government Relations, the City of London Strategic Advocacy Framework BE RECEIVED for information.

Motion Passed

9. (4.1) How to Strengthen Accountability for Municipal Council Members

Motion made by: M. Cassidy

That the communication dated April 27, 2021 from Steve Clark Minister of Municipal Affairs and Housing, with respect to strengthening accountability for municipal council members BE RECEIVED, and that Councillor J. Morgan BE APPOINTED to participate in the consultation outlined in the communication.

Motion Passed

10. (4.2) Creation of an Architectural Heritage Reserve Fund -
Councillor M. van Holst

Motion made by: M. Cassidy

That the communication dated May 2, 2021 from Councillor M. van Holst with respect to Architectural Heritage Reserve Fund and the means to establish an appropriate opening balance, BE RECEIVED.

Motion Passed

11. (4.3) 1st Report of the County/City Liaison Committee

Motion made by: M. Cassidy

That the following actions be taken with respect to the 1st Report of the County/City Liaison Committee from its meeting held on April 8, 2021:

a) the following actions be taken with respect to Paramedic Services:

i) the verbal update provided by B. Rayburn and N. Roberts with respect to services being carried out by Middlesex London Paramedic Services, BE RECEIVED; and,

ii) the Mayor and the Warden BE REQUESTED to send a letter to the Premier, Minister of Health and Solicitor General indicating the willingness of the County of Middlesex and City of London to continue to work with the Province to assist with the COVID-19 Mobile Vaccine Program through the use of the Middlesex London Paramedicine Program;

it being noted that the letter noted in b) above is to be copied to the local MPPs and the Middlesex London Health Unit;

b) the following actions be taken with respect to Housing Services:

i) the verbal update provided by K. Dickins with respect to Housing Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Housing and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy;

c) the following actions be taken with respect to Children Services:

i) the verbal update provided by C. Smith with respect to Children Services, BE RECEIVED; and,

ii) the County of Middlesex Chief Administrative Officer and the London City Manager BE DIRECTED to advocate to the Province with respect for the need to establish a sustainable funding model for Middlesex London Children Services and to report back to the County/City Liaison Committee (CCLC) with an update with respect to the result of the advocacy; and,

d) clauses 3.1 and 4.4 BE RECEIVED for information.

Motion Passed

12. (5.1) Application - Issuance of Proclamation - June is Deafblind Awareness Month

Motion made by: M. Cassidy

That based on the application dated May 6, 2021 from Sensity Deafblind and Sensory Support Network of Canada, the month of June, 2021 BE PROCLAIMED June is Deafblind Awareness Month.

Motion Passed

2. (2.1) Integrity Commissioner Agreement (Relates to Bill No. 244)

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

a) the staff report, dated May 10, 2021, entitled "Integrity Commissioner Agreement" BE RECEIVED; and,

b) the proposed by-law as appended to the staff report dated May 10, 2021 as Appendix "A" being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London" BE INTRODUCED at the Municipal Council meeting to be held on May 25, 2021.

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

Nays: (2): J. Helmer, and S. Turner

Absent: (1): M. Salih

Motion Passed (12 to 2)

5. (2.2) 2021 Council Compensation Review Task Force

Motion made by: M. Cassidy

That the following actions be taken with respect to the 2021 Council Compensation Review Task Force:

a) the City Clerk BE DIRECTED to commence the 2021 Council Compensation Review Task Force review based on the Terms of Reference as appended to the staff report as Appendix "A"; and,

b) the City Clerk BE DIRECTED to invite the members of the 2016 Council Compensation Review Task Force to undertake the 2021 update based on the Terms of Reference noted in a) above.

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

Nays: (2): M. van Holst, and A. Hopkins

Absent: (1): M. Salih

Motion Passed (12 to 2)

8. (2.6) Elected Officials and Appointed Citizen Members 2021 Remuneration

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the report dated May 10, 2021, BE RECEIVED for information; it being noted that the communication from Councillors Cassidy, Kayabaga and Helmer was received.

Yeas: (8): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, S. Turner, E. Pelozza, and S. Hillier

Nays: (6): M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, and A. Kayabaga

Absent: (1): M. Salih

Motion Passed (8 to 6)

8.4 7th Report of the Civic Works Committee

Motion made by: E. Pelozza

That the 7th Report of the Civic Works Committee, BE APPROVED, excluding Item 10 (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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozza

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 4th Report of the Transportation Advisory Committee

Motion made by: E. Pelozo

That the following actions be taken with respect to the 4th Report of the Transportation Advisory Committee, from its meeting held on April 27, 2021:

- a) the ~~attached~~ Autonomous and Electric Vehicles Sub-Committee Report, dated March 22, 2021, from M. Rice, BE FORWARDED to the Civic Works Committee and to the Connected and Automated Vehicle (CAV) Strategy Project Team for review; and,
- b) clauses 1.1, and 2.1 to 2.6, BE RECEIVED.

Motion Passed

3. (2.3) Sarnia Road/Phillip Aziz Avenue and Western Road Intersection Environmental Assessment

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the extension of a Consulting Engineering Assignment for the Western Road and Sarnia Road / Philip Aziz Avenue Environmental Assessment:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the Environmental Assessment Study for the Western Road and Sarnia Road / Philip Aziz Avenue area in the amount of \$309,980, excluding HST, in accordance with Section 15.2 (g) of the Procurement of Goods and Services Policy;
- b) the financing for this appointment BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this appointment;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the Consultant for the work; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, including rail agreements, if required, to give effect to these recommendations. (2021-E20)

Motion Passed

4. (2.4) Appointment of Consulting Engineers for Construction Administration Services - 2021 Infrastructure Renewal Program Sackville Street and 2021 Infrastructure Renewal Program Watson Street

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the appointment of consulting services for the construction administration of the 2021 Infrastructure Renewal Program Sackville Street project and Watson Street project:

- a) IBI Group BE AUTHORIZED to carry out the resident inspection and contract administration for the Sackville Street project in accordance with the estimate, on file, at an upset amount of \$229,284.00, 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) AECOM Canada Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Watson Street project in accordance with the estimate, on file, at an upset amount of \$262,661.30, 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 these projects;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; 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-E01)

Motion Passed

5. (2.5) RFP21-30 - Supply and Delivery of Hydraulic Drum Brush Chippers

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to RFP 21-30, supply and delivery of hydraulic drum brush chippers:

- a) the submission from Vermeer Canada Inc., 10 Indell Lane, Brampton, Ontario L6T 3Y3, for the supply and delivery of one (1) 18" Hydraulic Brush Chipper and three (3) 15" Hydraulic Brush Chippers at a total purchase price of \$382,045.80, excluding HST, BE ACCEPTED in accordance with Section 12.2 (b) of the Procurement of Goods and Services;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases;

c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract or having a purchase order, or contract record relating to the subject matter of this approval in accordance with Section 12.2 (b) of the Procurement of Goods and Services Policy; and,

d) the funding for this purchase BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report. (2021-V03)

Motion Passed

6. (2.7) Supply and Delivery of Intersection Detection Systems

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and delivery of intersection detection systems:

a) Black & McDonald Limited BE AWARDED the contract to supply and deliver intersection detection systems in the amount of \$573,896.20, excluding HST, in accordance with Section 12.2 (a) of the Procurement of Goods and Services Policy;

b) the financing for this project BE APPROVED in accordance with 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 with the Contractor for the work; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T08)

Motion Passed

7. (2.8) RFT21-07 - Innovation Park Assumption Works: Tender Award

Motion made by: E. Pelosa

That, on the recommendation of the Managing Director, Development and Compliance Services and Chief Building Official, the following actions be taken with respect to the staff report dated May 11, 2021, related to the award of contract for the Innovation Park Assumption Works project:

a) the bid submitted by Cassidy Construction London Ltd., at its tendered price of \$3,237,130.99, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Cassidy Construction London Ltd. was the lowest of seven (7) bids received;

b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted 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 or issuing a purchase order for the material to be supplied and the work to be done relating to this project (Tender No. RFT21-07); 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-D21)

Motion Passed

8. (2.2) Contract Award - Dingman Creek Pumping Station Construction Tender T21-19

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the award of contract for the construction of the Dingman Creek Pumping Station facility:

- a) the bid submitted by Hayman Construction Inc. at its tendered price of \$21,632,010.00, excluding HST, for the Dingman Creek Pumping Station Construction project (RFT21-19), BE ACCEPTED, it being noted that the bid submitted by Hayman Construction Inc. was the lowest of four bids received and meets the City's specifications and requirements in all areas;
- b) Stantec Consulting Ltd. BE AUTHORIZED to carry out the resident inspection and contract administration for the Dingman Creek Pumping Station Construction project in accordance with the estimate, on file, at an upset amount of \$749,029.38, 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, noting the required wastewater capital budget transfers and adjustments;
- 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; 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-E03)

Motion Passed

9. (2.6) Supply and Install 2022 to 2028 Infill Tree - RFT20-80 - Irregular Result

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated May 11, 2021, related to the supply and install of 2022 to 2028 infill trees:

- a) the irregular bid submitted by Kamarah Tree Farms at its tendered price of \$3,233,920.00, excluding HST, BE ACCEPTED in accordance with Section 8.10 (a) and (b), Section 13.2 (b), and Section 19.3 (b)(i) and (b)(ii) of the Procurement of Goods and Services Policy;
- b) the approval given, herein, BE CONDITIONAL upon the Corporation negotiating prices, terms and conditions with Kamarrah Tree Farms to the satisfaction of the Manager of Purchasing and Supply and the Deputy City Manager, Environment and Infrastructure;
- c) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract for the material to be supplied and the work to be done relating to this program (RFT20-80), and subject to future budget approval;
- d) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2021-E04)

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at May 3, 2021, BE RECEIVED.

Motion Passed

10. (4.1) 3rd Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) 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) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);

- ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
 - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;
- b) the following actions be taken with respect to a City of London PumpTrack:
- i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,
 - ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received; and,
- c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

Motion made by: E. Pelozza

The motion to approve Item 10 (4.1), part a) is put:

That the following actions be taken with respect to the 3rd Report of the Cycling Advisory Committee, from its meeting held on April 21, 2021:

- a) 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) a Sub-Committee BE ESTABLISHED to review the above-noted Masonville Draft Secondary Plan and report back at a future meeting of the Cycling Advisory Committee (CAC);
 - ii) the Civic Administration BE REQUESTED to attend the above-noted future CAC meeting to discuss the Sub-Committee Report to be brought forward; and,
 - iii) the Civic Administration BE REQUESTED to provide maps of the cycling routes in the area under the Masonville Draft Secondary Plan and how they connect with existing cycling infrastructure and integrates with the Cycling Master Plan;

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: E. Pelozo

The motion to approve to approve Item 10 (4.1), part b) i), is put;

b) the following actions be taken with respect to a City of London PumpTrack:

i) the Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the creation of a pumptrack facility; and,

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: E. Pelozo

The motion to approve Item 10 (4.1), part b) ii) is put:

b) the following actions be taken with respect to a City of London PumpTrack:

ii) the Civic Administration BE REQUESTED to report back on the process and fees associated with a feasibility study with respect to the establishment of a pumptrack facility in the City of London; it being noted that the communication, as appended to the agenda, from B. Cassell and the delegation from S. Nauman, with respect to this matter, was received; and,

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

Nays: (1): P. Van Meerbergen

Absent: (1): M. Salih

Motion Passed (13 to 1)

Motion made by: E. Pelozo

The motion to approve Item 10 (4.1), part c) is put:

c) clauses 1.1, and 3.1 to 3.5, BE RECEIVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

8.5 9th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 9th Report of the Strategic Priorities and Policy Committee, BE APPROVED, excluding item 2 (2.1).

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

3. (2.2) 2025 Development Charge Study Initiation Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2025 Development Charge Study:

- a) the draft Committee / Council Timetable as appended as Appendix "A" to the staff report dated May 18, 2021 BE ENDORSED;
- b) the following policy matters BE ENDORSED for review as part of the 2025 Development Charge Study:
 - i) consideration for area-specific development charges (i.e. area rating);
 - ii) Additional services for potential development charge recovery:
 - A. Housing Services
 - B. Emergency Preparedness
 - C. Water Supply
 - iii) Service standards and future capital needs for Parkland Development;
 - iv) Growth / non-growth methodologies for development charge recoverable services;
 - v) Local service policies that establish cost responsibilities related to construction and engineered growth infrastructure;
 - vi) Municipal Servicing & Financing Agreements Council Policy;
 - vii) Development Charge planning horizon for 'soft' services;
 - viii) Development Charge rate model technical adjustments;

it being noted that the policy items above will be subject to consultation with the Development Charge External Stakeholder Committee prior to recommendations being advanced to Council.

Motion Passed

4. (2.3) Area Rating Policy Review

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to area rating to inform the upcoming 2025 Development Charges Background Study:

- a) the staff report dated May 18, 2020 and memo from Hemson Consulting on area rating BE RECEIVED for information; and,
- b) the Civic Administration BE DIRECTED to proceed with an area rating policy review that focuses on the Development Charge services for Wastewater, Stormwater and Water Distribution.

Motion Passed

5. (3.1) 2022 Growth Management Implementation Strategy (GMIS) Update

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development regarding the implementation of the London Plan growth management policies applicable to the financing of growth-related infrastructure works, the following actions be taken:

- a) the 2022 Growth Management Implementation Strategy Update BE APPROVED as appended to the staff report dated May 18, 2022 as Appendix "B"; it being noted that:
 - i) Sunningdale SWM 8 will be rescheduled from 2022 to 2023;
 - ii) Kilally Water Phase 2 will be rescheduled from 2022 to 2023;
 - iii) Pincombe SWM P4 - West will be rescheduled from 2022 to 2026;
 - iv) North Lambeth SWM P2 – North will be rescheduled from 2025 to 2023;
 - v) North Lambeth SWM P2 – South will be rescheduled from 2023 to 2025; and
 - vi) project design work for Kilally Road – Webster to Clarke will commence in 2021;
- b) the Capital Budget BE ADJUSTED to reflect the timing changes associated with the projects noted in clause (a) above;

it being noted that the Strategic Priorities and Policy Committee received a communication dated May 16, 2021 from R. Biddle with respect to this matter;

it being pointed out that at the public participation meeting associated with this matter, the following individual made an oral submission regarding this matter:

Mike Wallace, Executive Director, London Development Institute (LDI) - expressing support for the report, and recommendations and indicating a need for a three-year supply of building lots in order to respond to housing needs.

Motion Passed

6. (4.1) London Community Recovery Network – Community Led Ideas –Business Cases

Motion made by: J. Morgan

That the following actions be taken with respect to the London Community Recover Network, Community-Led Ideas:

- a) the staff report dated May 18, 2021, entitled “London Community Recovery Network – Community Led Ideas – Business Cases” BE RECEIVED; and,
- b) the following Business Cases BE APPROVED:
 - i. Business Case #1: City Wide ‘Support Local’ Promotional Campaign in the amount of \$760,000, Tourism London community lead;
 - ii. Business Case #2: Circular Economy Work and Training Platforms in the amount of \$249,000, Goodwill Industries community lead;
 - iii. Business Case #3: The Good Foods Project in the amount of \$9,800, Reimagine Institute for Community Sustainability community lead;
 - iv. Business Case #4: Investment in Ventures with Innovative Solutions in the amount of \$180,000, TechAlliance community lead;
 - v. Business Case #5: Pandemic Recovery Resources and Training to Enhance Employment for Londoners in the amount of \$135,000, Employment Sector Council community lead.

Motion Passed

7. (4.2) Request for a Shareholder's Meeting - Housing Development Corporation, London

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London:

- a) the 2020 Annual General Meeting of the Shareholder for the Housing Development Corporation, London BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the Housing Development Corporation, London in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,

b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the Housing Development Corporation, London and to invite the Chair of the Board and the Executive Director of the Housing Development Corporation, London to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 21, 2021 from S. Giustizia, President & CEO, Housing Development Corporation, London with respect to this matter.

Motion Passed

8. (4.3) Request for a Shareholder's Meeting - London Hydro Inc.

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for London Hydro Inc.:

a) the 2020 Annual General Meeting of the Shareholder for London Hydro Inc. BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of London Hydro Inc. in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,

b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for London Hydro Inc. and to invite the Chair of the Board and the Chief Executive Officer of London Hydro Inc. to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 28, 2021, from G. Valente, Chair, Board of Directors, London Hydro Inc., with respect to this matter.

Motion Passed

9. (4.4) Request for a Shareholder's Meeting - London & Middlesex Community Housing

Motion made by: J. Morgan

That the following actions be taken with respect to the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing:

a) the 2020 Annual General Meeting of the Shareholder for the London & Middlesex Community Housing BE HELD at a meeting of the Strategic Priorities and Policy Committee on June 23, 2021, for the purpose of receiving the report from the Board of Directors of the London & Middlesex Community Housing in accordance with the Shareholder Declaration and the Business Corporations Act, R.S.O. 1990, c. B.16; and,

b) the City Clerk BE DIRECTED to provide notice of the 2020 Annual Meeting to the Board of Directors for the London & Middlesex Community Housing and to invite the Chair of the Board

and the Executive Director of the London & Middlesex Community Housing to attend at the Annual Meeting and present the report of the Board in accordance with the Shareholder Declaration;

it being noted that the Strategic Priorities and Policy Committee received a communication dated April 26, 2021, from A. Mackenzie, Interim CEO, London & Middlesex Community Housing, with respect to this matter.

Motion Passed

10. (4.5) 2nd Report of the Governance Working Group

Motion made by: J. Morgan

That the following actions be taken with respect to the 2nd Report of the Governance Working Committee from its meeting held on May 2, 2021:

a) the following actions be taken with respect to Standing Committee and Council Meetings and Councillor Members' Expense Accounts and supports:

i) the Civic Administration BE DIRECTED to circulate a questionnaire to current Members of Council seeking their input on the following matters:

A. the potential scheduling of Standing Committee and Council Meetings during day-time hours and other recommendations that they may have with respect to the scheduling and the holding of Meetings; and,

B. enhanced or alternative supports for Councillors, including, but not limited to budgetary and staffing and support; and,

ii) the Civic Administration BE DIRECTED report back to the Governance Working Group on how comparable municipalities schedule Standing Committee and Council Meetings and budgetary and staffing supports provided to Councillors;

it being noted that the Governance Working Group (GWG) received the Council Resolution dated April 14, 2021 and the communication dated April 13, 2021 from William H. Brock with respect to this matter;

b) clauses 1.1 and 3.2 BE RECEIVED for information.

Motion Passed

2. (2.1) Comprehensive Report on Core Area Initiatives

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

a) the staff report dated May 18, 2021 entitled "Comprehensive Report on Core Area Initiatives" BE RECEIVED;

b) the changes to target dates for action items under the Core Area Action Plan described in the above-noted report and summarized in Appendix B: Core Area Action Plan Implementation

Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;

- c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;
- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;
- e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted report;
- f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;
- g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;
- h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;
- i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;
- j) the Civic Administration BE DIRECTED to develop an “Eyes on the Street” program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,
- k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

Motion made by: J. Morgan

The motion to approve item 2 (2.1), excluding parts e) and h) is put:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Social and Health Development, the following actions be taken:

- a) the staff report dated May 18, 2021 entitled “Comprehensive Report on Core Area Initiatives” BE RECEIVED;
- b) the changes to target dates for action items under the Core Area Action Plan described in the above-noted report and summarized in Appendix B: Core Area Action Plan Implementation Status Update, May 2021 BE APPROVED and used as the new basis for future progress reporting;
- c) the Civic Administration BE DIRECTED to revise the Core Area Action Plan Item #9 (Install kindness meters to directly support Core Area social service agencies) from a City-administered program to a program that provides access for community groups to meters that have been removed from active use; it being noted that Civic Administration continue to explore digital options for a City kindness meter program;
- d) the Civic Administration BE DIRECTED to report back to a Strategic Priorities and Policy Committee meeting to be held in the 2nd Quarter of 2022 on the status of the geographic distribution of parking demand, parking revenue and any recommended modifications or alternatives to the Core Area Action Plan #11; it being noted that future structure parking opportunities will also be explored;
- f) the Dundas Place Animation and Activation 2021 plan BE RECEIVED;
- g) Project Clean Slate BE APPROVED as a pilot in 2021 and that the reallocation of \$37,500 in one-time funding resulting from COVID-19 impacts on other Core Area Action Plan efforts BE APPROVED to fund it;
- i) the Civic Administration BE DIRECTED to work with Business Improvement Areas and other stakeholders to develop a comprehensive engagement strategy to work with other levels of government to ensure supports are in place for mental health and addictions, homelessness and housing, business supports and law enforcement; it being noted government relations work is already underway on many of these issues;
- j) the Civic Administration BE DIRECTED to develop an “Eyes on the Street” program for City operations and engage with other agencies and organizations that routinely work in the Core about integrating such a program into their operations; and,

k) the Civic Administration BE DIRECTED to develop a performance measurement plan to assess the outcomes and impacts of various Core Area initiatives and report back to Committee and Council at year-end with an update on the information contained in the report.

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. Pelozza, A. Kayabaga, and S. Hillier

Absent: (1): M. Salih

Motion Passed (14 to 0)

At 6:03 PM, Mayor E. Holder places Deputy Mayor J. Morgan in the Chair and takes a seat at the Council Board.

At 6:05 PM, Mayor E. Holder resumes the Chair and Deputy J. Morgan takes his seat at the Council Board.

Motion made by: J. Morgan

The motion to approve item 2 (2.1) part e) is put:

e) the Core Area Ambassador Pilot Program BE APPROVED as described in the above-noted report;

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

Nays: (1): P. Van Meerbergen

Absent: (1): M. Salih

Motion Passed (13 to 1)

Motion made by: J. Morgan

The motion to approve Item 2 (2.1), part h) is put:

h) the Civic Administration BE AUTHORIZED to reallocate the remaining \$100,000 in one-time funding that cannot be spent in 2021 due to COVID-19 impacts to other emergent opportunities aligned with the Core Area Action Plan in 2021;

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Nays: (4): P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): M. Salih

Motion Passed (10 to 4)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: E. Pelozo

Seconded by: A. Hopkins

That Introduction and First Reading of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: S. Lehman

Seconded by: S. Lewis

That Second Reading of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: M. van Holst

Seconded by: A. Hopkins

That Third Reading and Enactment of Bill No's 244 to 262, excluding Bill No. 247, and Added Bill No. 268 BE APPROVED.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

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

That Introduction and First Reading of Bill No. 247, BE APPROVED.

Yeas: (13): 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, A. Kayabaga, and S. Hillier

Recuse: (1): E. Pelozza

Absent: (1): M. Salih

Motion Passed (13 to 0)

Motion made by: M. Cassidy
Seconded by: J. Helmer

That Second Reading of Bill No. 247, BE APPROVED.

Yeas: (13): 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, A. Kayabaga, and S. Hillier

Recuse: (1): E. Pelozza

Absent: (1): M. Salih

Motion Passed (13 to 0)

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

That Third Reading and Enactment of Bill No. 247, BE APPROVED.

Yeas: (13): 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, A. Kayabaga, and S. Hillier

Recuse: (1): E. Pelozza

Absent: (1): M. Salih

Motion Passed (13 to 0)

4. Council, In Closed Session

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

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.
(6.1/8/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.2/8/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. (6.3/8/CSC)

4.4 Labour Relations/Employee Negotiations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations and employee negotiations in regard to one of the Corporation's unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.4/8/CSC)

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

A matter pertaining to the proposed or pending 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. (6.5/8/CSC)

4.6 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. (6.6/8/CSC)

4.7 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation, with respect to litigation currently before the Superior Court of Justice, Court file No. 1181/20 affecting the municipality in relation to the Wilton Grove Road Sanitary Sewer Project. (6.1/7/CWC)

4.8 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the Wilton Grove Road Sanitary Sewer Project.
(6.2/7/CWC)

4.9 Litigation / Solicitor-Client Privileged Advice / Confidential Information Supplied to the Corporation in Confidence

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them, and for the purpose of providing instructions and directions to officers and employees of the Corporation with respect to the City's right-of-way abutting 840 Highbury Avenue.
(6.3/7/CWC)

Motion Passed

The Council convenes, In Closed Session, at 6:21 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

At 6:41 PM, Councillor S. Turner leaves the meeting.

At 6:51 PM, Council resumes into public session, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. Salih.

Motion made by: J. Morgan

Seconded by: M. van Holst

Pursuant to section 13.2 of the Council By-law, the enactment of Bill No.'s 253 and 254 related to Item 11 (3.2) of the 8th Report of the Planning and Environment Committee, having to do with the applications regarding 2631 Hyde Park Road and 1521 Sunningdale Road West BE RECONSIDERED, as this matter was referred to a future meeting of Planning and Environment Committee.

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

Absent: (1): M. Salih

Motion Passed (14 to 0)

Motion made by: J. Morgan

Seconded by: S. Lewis

That the Civic Administration BE DIRECTED to bring forward draft Bill No.'s 253 and 254 related to Item 11 (3.2) of the 8th Report of the Planning and Environment Committee, having to do with the applications regarding 2631 Hyde Park Road and 1521 Sunningdale Road West for consideration at the time the matter is brought forward to the Planning and Environment Committee.

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

Nays: (1): A. Hopkins

Absent: (1): M. Salih

Motion Passed (13 to 1)

At 7:04 PM, Councillor A. Kayabaga, leaves the meeting.

9. Added Reports

9.1 8th Report of Council in Closed Session

Motion made by: S. Lewis

Seconded by: S. Lehman

1. Partial Property Acquisition - 1424 Southdale Road West - Southdale Road West and Wickerson Road Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the partial acquisition of a portion of property at 1424 Southdale Road West, further described as Part Lot 48, Concession 1, being part of PIN 08420-0018, designated as Part 6, on a draft plan to be deposited, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Southdale Road West and Wickerson Road Improvements Project, the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Mahamed Meddaoui (the "Vendor"), to sell the subject property to the City, for the sum of \$158,800.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and

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

2. Partial Property Acquisition - 1429 Southdale Road West - Southdale Road West and Wickerson Road Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, with respect to the partial acquisition of property located at 1429 Southdale Road West, further described as Part Lot 48, Concession 2, being part of PIN 08224-0266, designated as Parts 11, 12, 13, and 17, on a draft plan to be deposited, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Southdale Road West and Wickerson Road Improvements Project, the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae, (the “Vendors”), to sell the subject property to the City, for the sum of \$112,200.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and,

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

3. Sale of City-Owned Surplus Land – 330 Thames Street

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Manager of Realty Services, with respect to the City-owned surplus land located south of west King Street, containing an area of approximately 0.36 acres, legally described as being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2, Plan 33R-19956 and being Part of PIN 08322-0127 (LT), as outlined on the Location Map attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”) attached as Appendix “B”, as submitted by the Middlesex Condominium Corporation No. 158 (the “Purchaser”), to purchase the subject property from the City, at a purchase price of \$190,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement.

5. Offer to Purchase Industrial Land – 12935473 Canada Inc. – Innovation Park, Phase IV

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase IV, containing an area of approximately 25 acres more or less subject to survey, located on the east side of Bonder Road, legally described as part of Block 1, Plan 33M-609, subject to an easement as in ER662838, as outlined on the sketch attached hereto as Appendix “A”, the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 12935473 Canada Inc. (the “Purchaser”), to purchase the subject industrial land from the City, at a purchase price of \$1,750,000.00, reflecting a sale price of \$70,000.00 per acre BE ACCEPTED, subject to the conditions and terms set out in the Agreement.

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

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (13 to 0)

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

4. Minutes of Settlement and Letter of Understanding re: Bilingual Stipend – CUPE Local 101

That on the recommendation of the Director, People Services and the City Manager, the Civic Administration BE DIRECTED to undertake all administrative acts that are necessary in order for the Director, People Services to obtain the necessary authorization to ratify the Minutes of Settlement and execute the Letter of Understanding providing for a bilingual stipend attached (Appendix “A”) between The Corporation of the City of London and Local Union No. 101 (Canadian Union of Public Employees (“CUPE Local 101”).

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

Recuse: (1): S. Turner

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (12 to 0)

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

That Introduction and First Reading of Bill No.’s 243 and Added Bill No.’s 263 to 267, excluding Bill No. 265, BE APPROVED.

Yeas: (13): 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, and S. Hillier

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (13 to 0)

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

That Second Reading of Bill No.’s 243 and Added Bill No.’s 263 to 267, excluding Bill No. 265, BE APPROVED.

Yeas: (13): 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, and S. Hillier

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: M. van Holst
Seconded by: J. Helmer

That Third Reading and Enactment of Bill No. 243 and Added Bill No.'s 263 to 267, excluding Bill No. 265, BE APPROVED.

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

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (13 to 0)

Motion made by: E. Pelozza
Seconded by: J. Helmer

That Introduction and First Reading of Bill No. 265, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (12 to 0)

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

That Second Reading of Bill No. 265, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Bill No.265, BE APPROVED.

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

Recuse: (1): S. Turner

Absent: (2): M. Salih, and A. Kayabaga

Motion Passed (12 to 0)

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

Bill	By-law
Bill No. 243	By-law No. A.-8116-167 – A by-law to confirm the proceedings of the Council Meeting held on the 25th day of May, 2021. (City Clerk)
Bill No. 244	By-law No. A.-8117-168 – A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London and to repeal By-law A.-7842-121, being “A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London”. (2.1/8/CSC)
Bill No. 245	By-law No. A.-8118-169 – A by-law to approve the Ontario Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Solicitor General and The Corporation of the City of London for the provision of funding under the Court Security and Prisoner Transportation Program; and to authorize the Mayor and City Clerk to execute the Agreement. (2.3/8/CSC)
Bill No. 246	By-law No. A.-8119-170 – A by-law to approve demolition of abandoned building with municipal address of 508 Riverside Drive under the Property Standards provisions of the Building Code Act. (2.5/8/CPSC)
Bill No. 247	By-law No. A.-8120-171 – A by-law to approve a new Funding Agreement between The Corporation of the City of London and the London Transit Commission, authorize the Mayor and City Clerk to execute the Agreement and the Deputy City Manager, Neighbourhood and Community-Wide Services, or designate, to approve and amend the Schedules of the Agreement, delegate authority under the new Agreement, and repeal By-law No. L.T.C.-54-99, By-law No. A.-7744-239, and By-law No. A.-7494-20. (2.8/8/CPSC)
Bill No. 248	By-law No. A.-6653(b)-172 – A by-law to amend By-law A.-6653-121 being “A by-law to establish the positions of Hearings Officer”. (2.4b/8/CPSC)
Bill No. 249	By-law No. A-54-21006 – A by-law to amend By-law No. A-54, as amended, being “A by-law to implement an Administrative Monetary Penalty System in London” to provide for an amended Penalty Schedule “A-6” for the Property Standards By-law. (2.4c/8/CPSC)

Bill No. 250	By-law No. CP-24 – A by-law to provide standards for the maintenance and occupancy of property and to repeal By-law CP-16 being “A by-law prescribing standards for the maintenance and occupancy of property.” (2.4a/8/CPSC)
Bill No. 251	By-law No. C.P.-1563-173 – A by-law to exempt from Part-Lot Control, lands located at 335 Kennington Way and 3959 Mia Avenue, legally described as Block 1 in Registered Plan 33M-765, RP 33R-20777 Parts 2 & 3. (2.3/8/PEC)
Bill No. 252	By-law No. C.P.-1564-174 – A by-law to exempt from Part-Lot Control, lands located at 3964 Mia Avenue, legally described as Block 2 in Registered Plan 33M-765. (2.4/8/PEC)
Bill No. 255	By-law No. S.-6126-175 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Pond Mills Road, east of Ailsa Place) (Chief Surveyor – for road widening purposes, registered as ER1360310, pursuant to SPA20-047 and in accordance with Z.-1)
Bill No. 256	By-law No. S.-6127-176 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to White Oak Road, north of Exeter Road) (Chief Surveyor – for road widening purposes, registered as ER1346762, pursuant to B.036/19 and in accordance with Z.-1)
Bill No. 257	By-law No. W.-5674-177 – A by-law to authorize the New Major Open Space (Project PK204319). (2.2/7/PEC)
Bill No. 258	By-law No. W.-5675-178 – A by-law to authorize the Lambeth Growth Area Greenway PCP Sewershed (Project ES2494) (2.2/7/PEC)
Bill No. 259	By-law No. Z.-1-212932 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 146 and 184 Exeter Road. (2.5/8/PEC)
Bill No. 260	By-law No. Z.-1-212933 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1639 to 1685 Brayford Avenue, legally described as Lots 12 to 15 Plan 33M-713 and Lots 13 to 17 Plan 33M-714. (2.6/8/PEC)
Bill No. 261	By-law No. Z.-1-212934 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 2258 to 2334 Wickerson Road, legally described as Lots 4 to 11 Plan 33M-713 and Lots 1 to 12 Plan 33M-714. (2.7/8/PEC)

Bill No. 262	By-law No. Z.-1-212935 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 192-196 Central Avenue, 193-197 Central Avenue, and 200 Albert Street. (3.1/8/PEC)
Bill No. 263	(ADDED) By-law No. A.-8121-179 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Mahamed Said Meddaoui for the partial acquisition of a portion of the property located at 1424 Southdale Road West, in the City of London, for the Southdale Road West and Wickerson Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/8/CSC)
Bill No. 264	(ADDED) By-law No. A.-8122-180 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae, for the partial acquisition of a portion of the property located at 1429 Southdale Road West, in the City of London, for the Southdale Road West and Wickerson Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/8/CSC)
Bill No. 265	(ADDED) By-law No. A.-8123-181 – A by-law to approve and ratify a Letter of Understanding between The Corporation of the City of London and CUPE Local 101 to be added to the Collective Agreement between the parties to provide for a bilingual stipend and to authorize the Director, People Services to execute the Letter of Understanding. (6.4/8/CSC)
Bill No. 266	(ADDED) By-law No. A.-8124-182 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 12935473 Canada Inc. for the sale of the City owned industrial land, located on the east side of Bonder Road, legally described as Part Block 1, Plan 33M609, subject to an easement as In ER662838, City of London, containing an area of approximately 25 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/8/CSC)
Bill No. 267	(ADDED) By-law No. A.-8125-183 – A by-law to authorize and approve the Agreement of Purchase and Sale as submitted by Middlesex Condominium Corporation No. 158 for the sale of City owned surplus lands, described as being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2, Plan 33R-19956 and being Part of PIN 08322-0127 (LT), in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to execute this Agreement. (6.3/8/CSC)

Bill No. 268	(ADDED) By-law No. A.-8126-184 – A by-law to transfer delegated authority to reflect organizational changes within Planning and Economic Development. (City Clerk)
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14. Adjournment

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

That the meeting BE ADJOURNED.

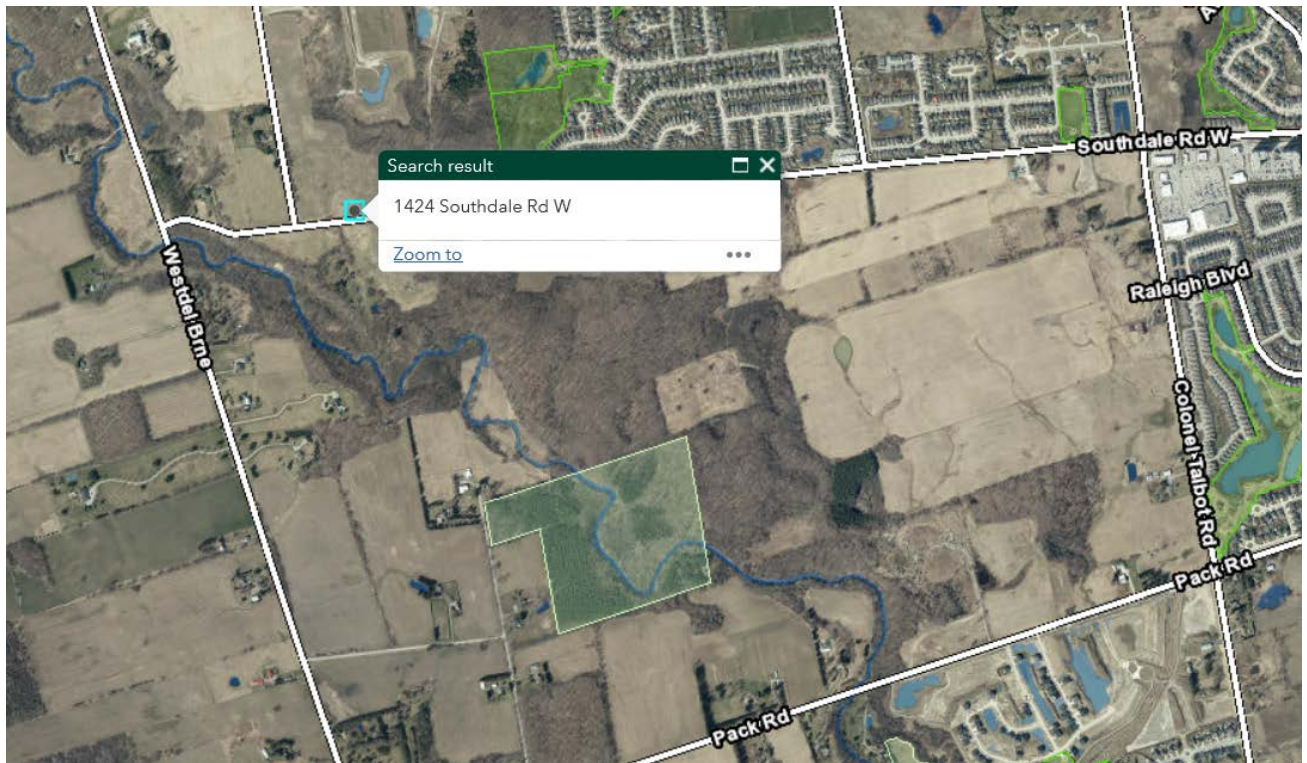
Motion Passed

The meeting adjourns at 7:13 PM.

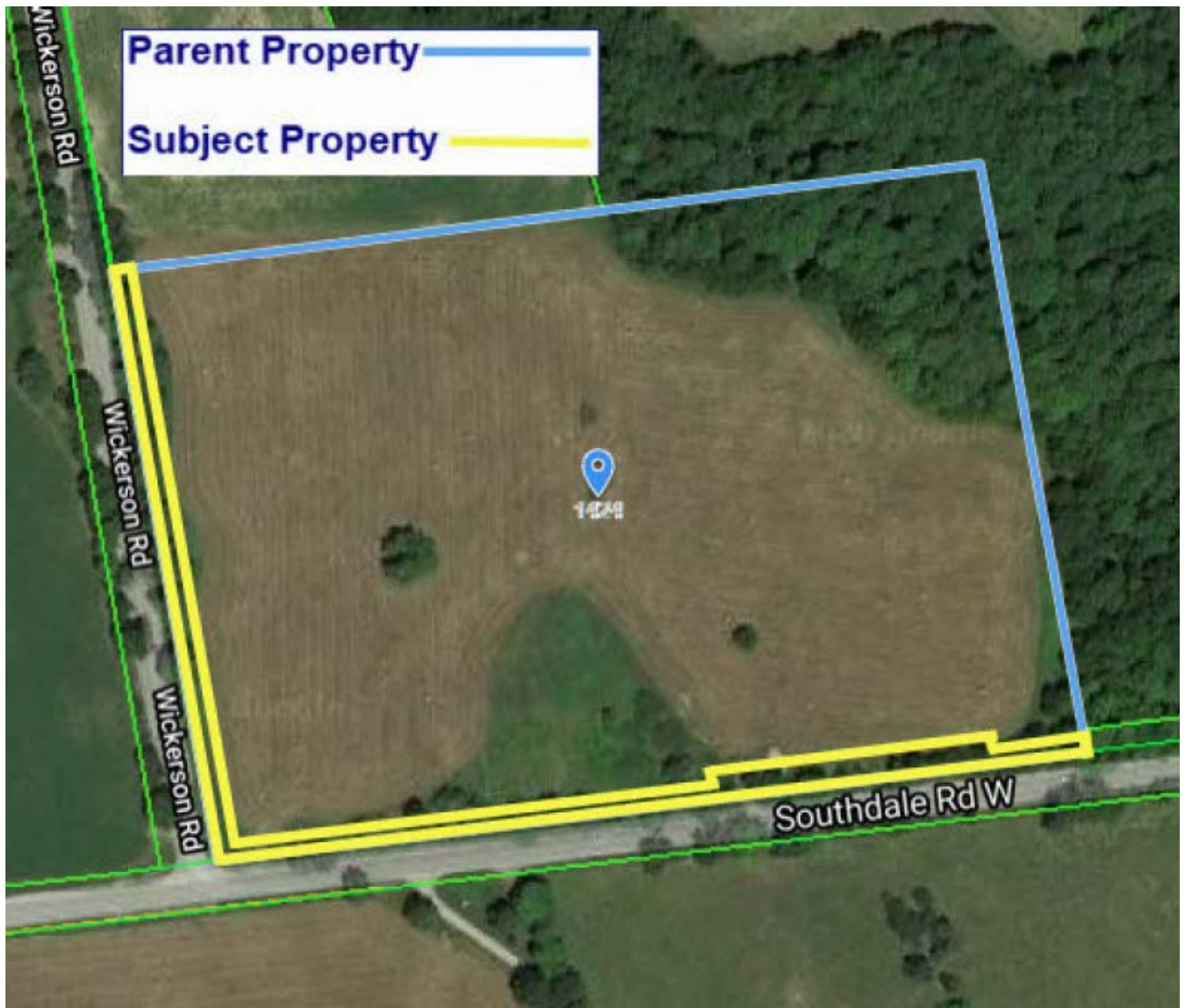
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Location Map



1424 Southdale Road West (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: MAHAMED SAID MEDDAOUI

REAL PROPERTY:

Address Part of 1424 Southdale Road W, London, Ontario

Location Northeast Corner of Southdale Road West and Wickerson Road

Measurements Irregular; approximately 4,942 square meters (53,204 square feet)

Legal Description: Part of Lot 48, Concession 1, London/Westminster, being part of PIN 08420-0018 designated as Part 6 on reference plan to be deposited as shown in on Schedule "A" (the "Property") attached hereto.

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 EIGHT THOUSAND EIGHT HUNDRED DOLLARS CDN (\$158,800.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 28, 2021 after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on June 30, 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 16, 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 restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes.

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: _____

Name: _____

Title: _____

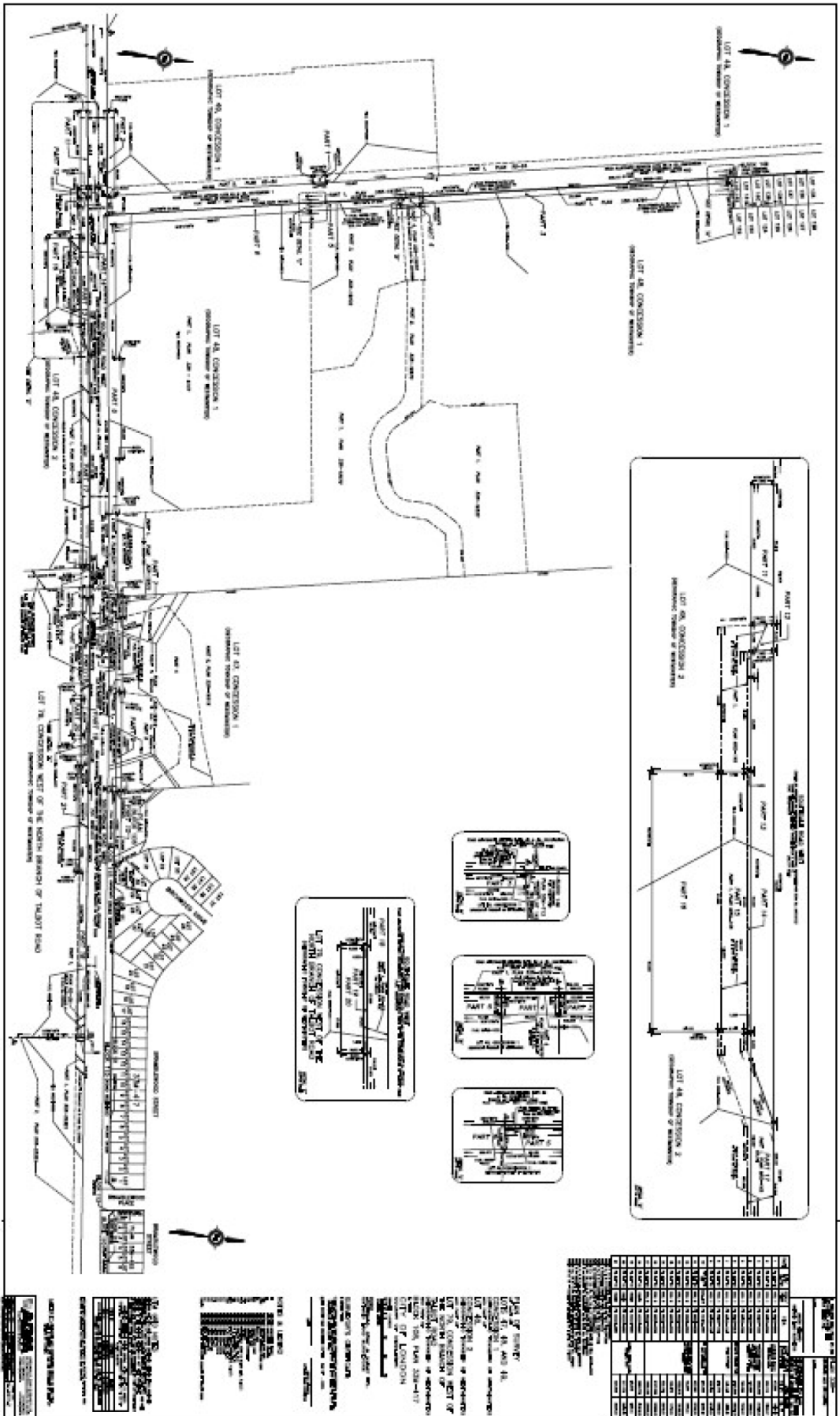
I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: _____

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

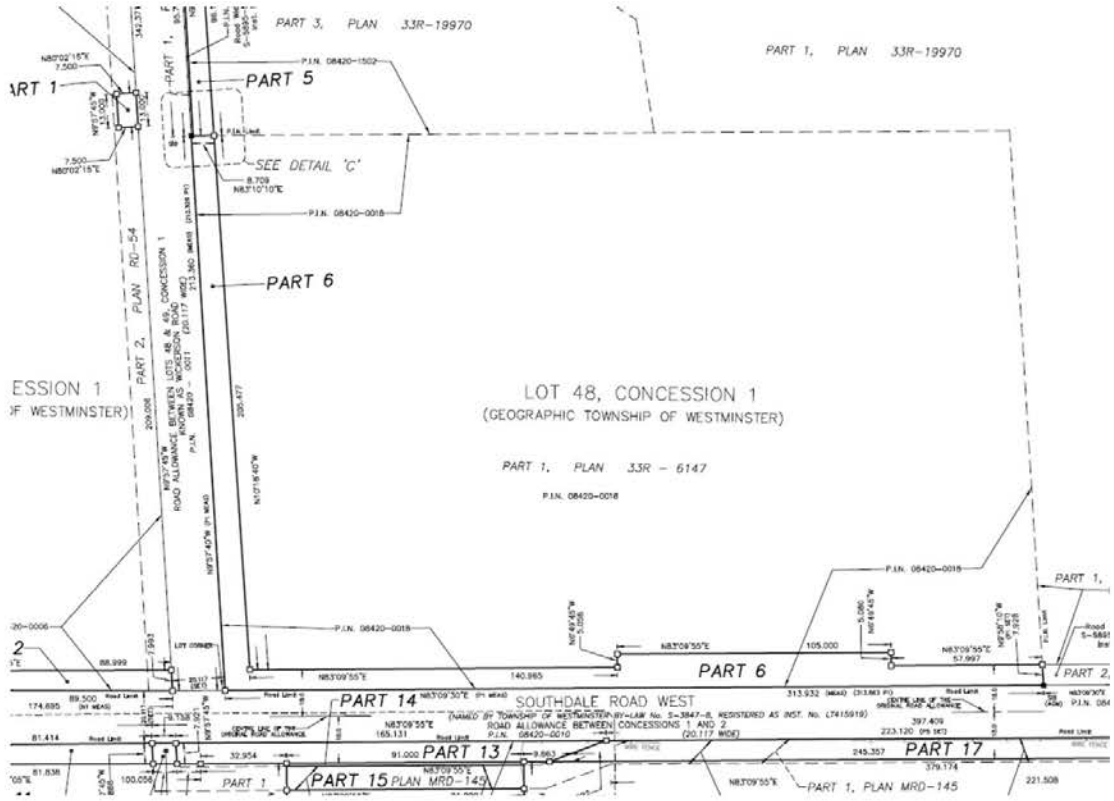
519-667-2638

SCHEDULE "A" Description of "The Property"



LOT NO.	AREA	REMARKS
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
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LOT 98
LOT 99
LOT 100

Schedule "A" Continued – Description of "the Property"



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: _____

JASON WILBAND
ONTARIO LAND SURVEYOR

PLAN 33R-

RECEIVED AND DEPOSITED

DATE: _____

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)

PART	LOT/BLOCK	CON./PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
6	PT. LOT 48	CON. 1	PT. 08420-0018	MEDDAOUI, MAHAMED SAID	4942.886	53204.78

SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (3) months, without condition, to facilitate the deposit of the reference plan prior to closing.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#21068
May 10, 2021
(Property Acquisition)

Chair and Members
Civic Works Committee

RE: Partial Property Acquisition, 1424 Southdale Road West
Southdale Road West and Wickerson Road Improvements
(Subledger LD200072)
Capital Project TS1407-2 - Southdale - Wickerson Rd to Byronhills Dr
Mahamed Meddaoui

Finance and Corporate Services Report on the Sources of Financing:

Finance and 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 Deputy City Manager, Finance Supports, with the concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	663,400	391,235	170,799	101,366
Construction	4,500,000	2,378	0	4,497,622
Utilities	917,152	0	0	917,152
City Related Expenses	100,000	4,996	0	95,004
Total Expenditures	\$7,492,500	\$1,700,453	\$170,799	\$5,621,248

Sources of Financing

Debenture By-law No. W.-5607(b)-61	879,830	199,681	20,057	660,092
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,500,772	150,742	4,961,156
Total Financing	\$7,492,500	\$1,700,453	\$170,799	\$5,621,248

Financial Note:

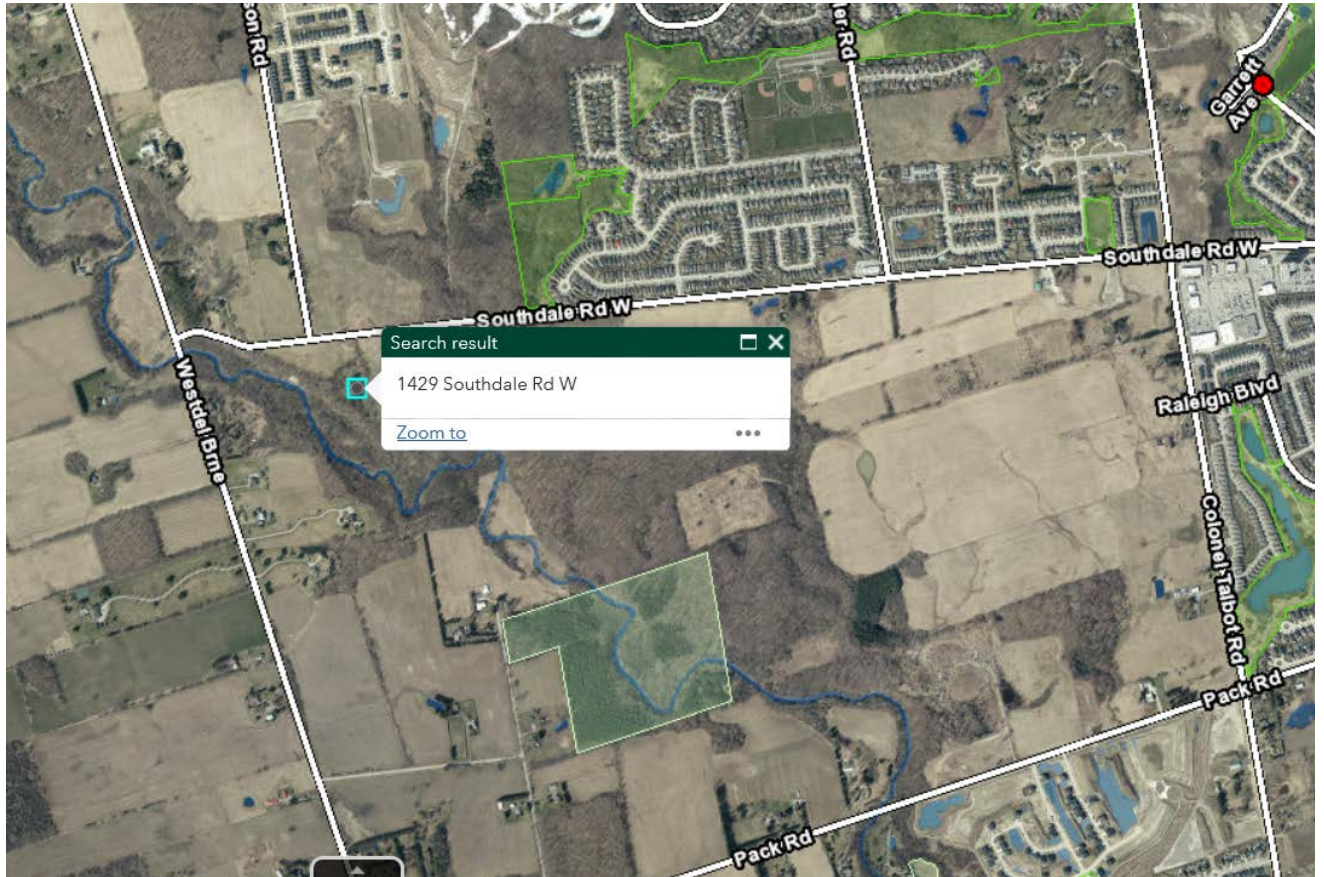
Purchase Cost	\$158,800
Add: Legal Fees etc.	7,755
Add: Land Transfer Tax	1,313
Add: HST @13%	21,652
Less: HST Rebate	-18,721
Total Purchase Cost	\$170,799

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.

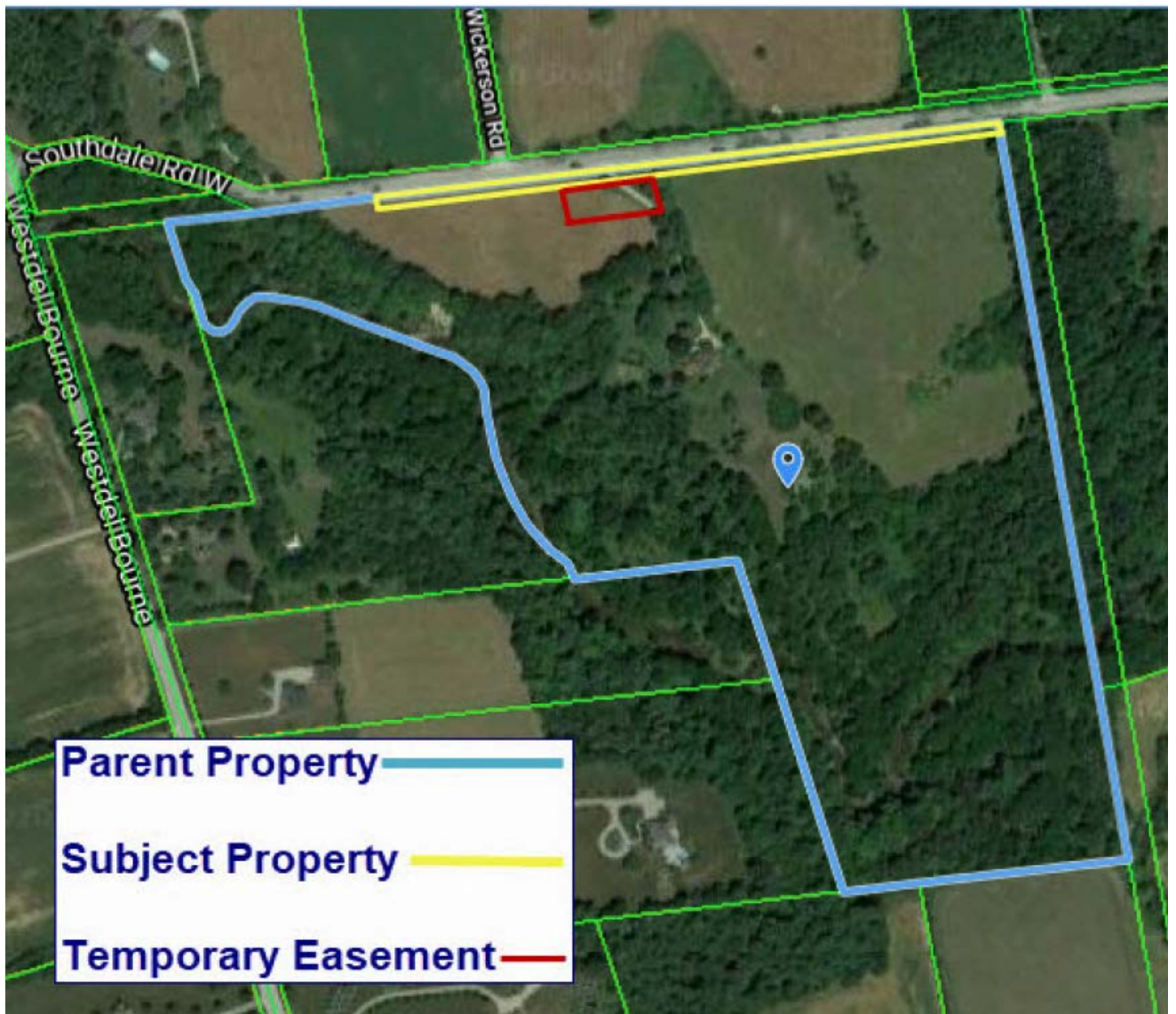


Jason Davies
Manager of Financial Planning & Policy

Appendix B – Location Map



1429 Southdale Road West (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE

REAL PROPERTY:

Address Part of 1429 Southdale Road West, London, Ontario

Location South Side of Southdale Road West

Measurements Irregular; Approximately 40,720 square feet

Legal Description: PART LOT 48 CONCESSION 2; LONDON/WESTMINSTER, being part of PIN 08224-0266 designated as Parts 11, 12, 13, and 17 on a draft reference plan to be deposited as shown in Schedule "A" (the "Property") attached hereto.

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 TWELVE THOUSAND TWO HUNDRED CDN (\$112,200.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than May 28, 2021, after which date, if not accepted by Council, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on June 30, 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 16, 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 subject to schedule B
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and

Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the 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. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*. Subject to schedule B
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

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


THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

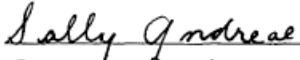
Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 14th day of April 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of


M.I. ANDREAÈ

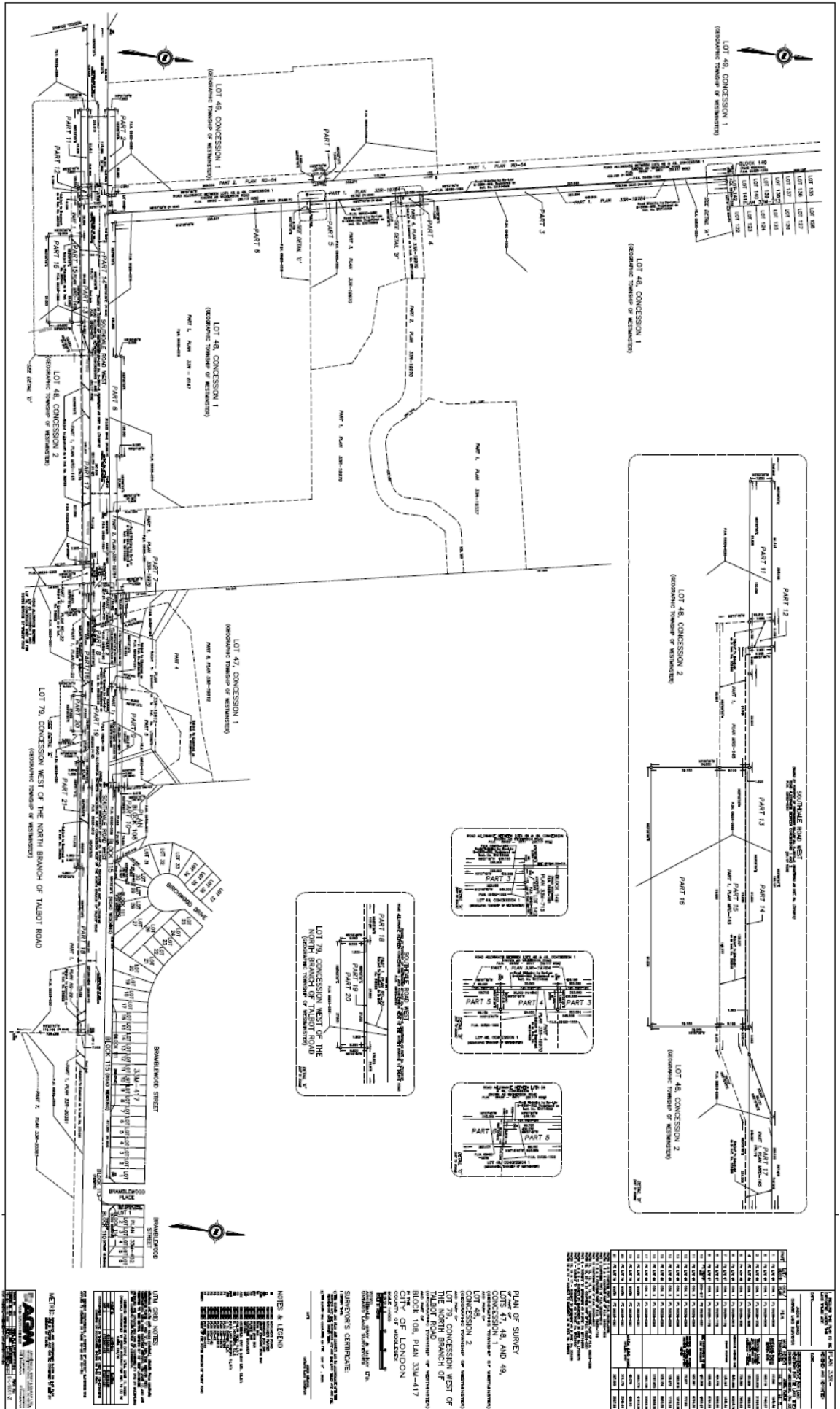
Per: _____
Name: Peter Andreae
Title: PETER ANDREAÈ


Sally Andreae

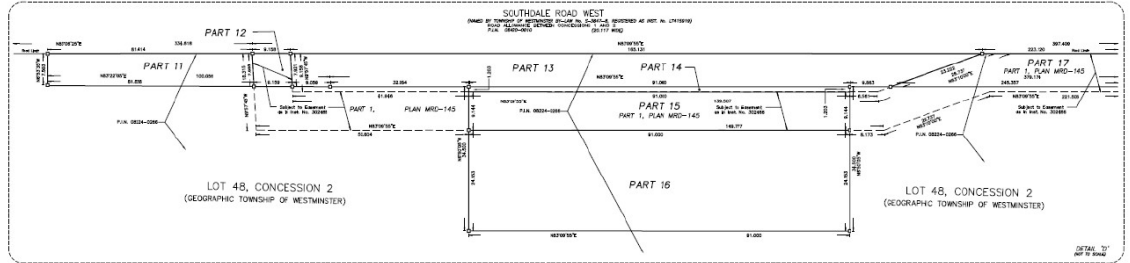
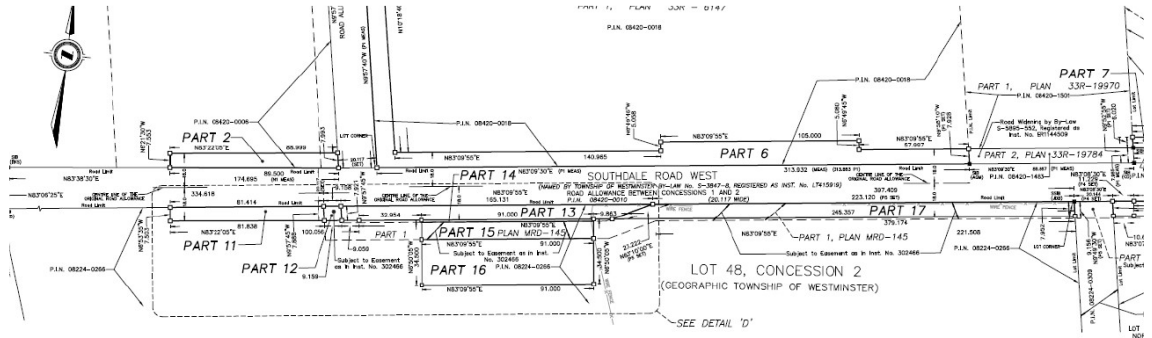
Per: _____
Name: Chris Andreae
Title: Christopher Andreae

Per: _____
Name: _____
Title: _____

SCHEDULE "A" Fee Simple Acquisition of "The Property"



SCHEDULE "A" Fee Simple Acquisition of "The Property" Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE: _____ _____ JASON WILBAND ONTARIO LAND SURVEYOR	<p style="font-size: 1.2em; margin: 0;">PLAN 33R-</p> <p>RECEIVED AND DEPOSITED</p> <p>DATE: _____</p> <p>REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)</p>
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PART	LOT/ BLOCK	CON./ PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
11	PT. LOT 48	CON. 2	PT. 08224-0266	ANDREA, PETER ROBERT ANDREA, ANTONIA ELLEN ANDREA, CHRISTOPHER ALFRED	627.681	6756.30
12	PT. LOT 48	CON. 2	PT. 08224-0266		72.277	777.98
13	PT. LOT 48	CON. 2	PT. 08224-0266		1222.918	13163.38
14	PT. LOT 48	CON. 2	PT. 08224-0266		109.473	1178.36
15	PT. LOT 48	CON. 2	PT. 08224-0266		832.104	8956.69
16	PT. LOT 48	CON. 2	PT. 08224-0266		2197.923	23658.25
17	PT. LOT 48	CON. 2	PT. 08224-0266		1860.138	20022.36
18	PT. LOT 79	WNBTR	PT. 08224-0301		3893.779	41912.29

SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **APPRAISAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable appraisal costs subject to assessment.
3. **REFERENCE PLAN:** The Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.
4. **FENCING:** The Purchaser agrees to install and maintain interim fencing to ensure livestock is appropriately contained for the duration of the project. The purpose of the interim fencing is to ensure livestock is properly contained. The Vendor shall be responsible for livestock at all times. The Purchaser agrees, at its expense, to re-establish the existing livestock fencing with new materials along the new property line in a permanent configuration on or before the completion of the project.
5. **COUNTERPARTS:** This Agreement may be executed by the parties in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above.
6. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
7. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.
8. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of FIVE THOUSAND CDN DOLLARS (\$5,000.00) as full and final payment for the loss of any and all trees, shrubs and landscaping located within the Property not currently subject to other provisions of the agreement.
9. **DISPUTE:** If any dispute arises under this agreement that cannot be settled between the parties the Vendors can invoke the provisions of the Expropriation's Act and proceed to a Local Planning Appeal Tribunal (LPAT) hearing

Schedule "C" GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON
(the "City")

and

CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE
(the "Owner"(s))

PART LOT 48 CONCESSION 2; LONDON/WESTMINSTER, being part of PIN 08224-0266 designated as
Parts 14, 15, and 16 on a draft plan to be deposited as shown on Schedule "A1" (the "Property") attached

hereto
Legal Description

1429 Southdale Road W
Municipal Address of Property

We, CHRISTOPHER ALFRED ANDREAE, ANTONIA ELLEN ANDREWS and PETER ROBERT ANDREAE, being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with Southdale Road West and Wickerson Road Improvements (the "Project")

This Consent shall run from January 1st, 2022 until December 31, 2023 for a term of twenty four (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS CDN (\$18,700.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before January 1st, 2022.

The City may renew the rights granted under this Consent for an additional term of 1 year commencing at the end of the original term upon notice to the Owner(s) and payment of an additional NINE THOUSAND THREE HUNDRED FIFTY DOLLARS CDN (\$9,350.00)

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition. To install farm fence posts with reflective markers at either side of the entrance from Southdale Road and on either side of the two curves.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To re-align the existing driveway access to house while maintaining interim access during the course of the construction at the City's expense with the following features as described in Schedule "B1". The new driveway should be paved from the new road to the new property line, and of an appropriate grade and width for the current residential and agricultural uses. The abandoned driveway and its associated culvert should be removed, the site returned to grade and all disturbed areas seeded with a meadow mixture
4. The City agrees to provide access for private vehicles, service vehicles and agricultural equipment as required on the property. If the driveway must be temporarily closed, the City will provide 48 hours notice of closure and a maximum of 12 hours closure time. If any problems arise that restrict access the City will provide accommodation as necessary including limited ingress and egress as necessary so that the Owner can temporarily gain access or exit from their property and if necessary provide alternate parking arrangements. As well the City will provide immediate construction contact liaison during the project.
5. The Shagbark Hickory immediately west of the current driveway and approximately 30 feet south of the current paved surface of Southdale Road shall be preserved. Trees of significant size (4cm diameter at chest height) within the temporary easement area should be protected during construction, and preserved. The City will make best efforts to replant trees where applicable. For the purposes of clarity please refer to Schedule "C1" for the Tree Impact and Schedule specific to private property.
6. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest,

judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein
2. The proposed use of the Consent has been discussed with me/us and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to my/our lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of my/our lands which may occur during the construction period.

ADDITIONAL TERMS AND CONDITIONS:

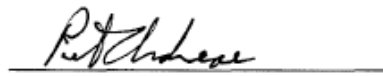
SECTION 25 PAYMENT: The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Owners and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.

SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

COUNTERPARTS: This Agreement may be executed by the parties in separate counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the effective date set forth above

DATED at London this 14th day of April 2021





M. I. ANDREA E

PETER ANDREA E

Sally Andreae

Chris Andreae

Sally Andreae

Christopher Andreae

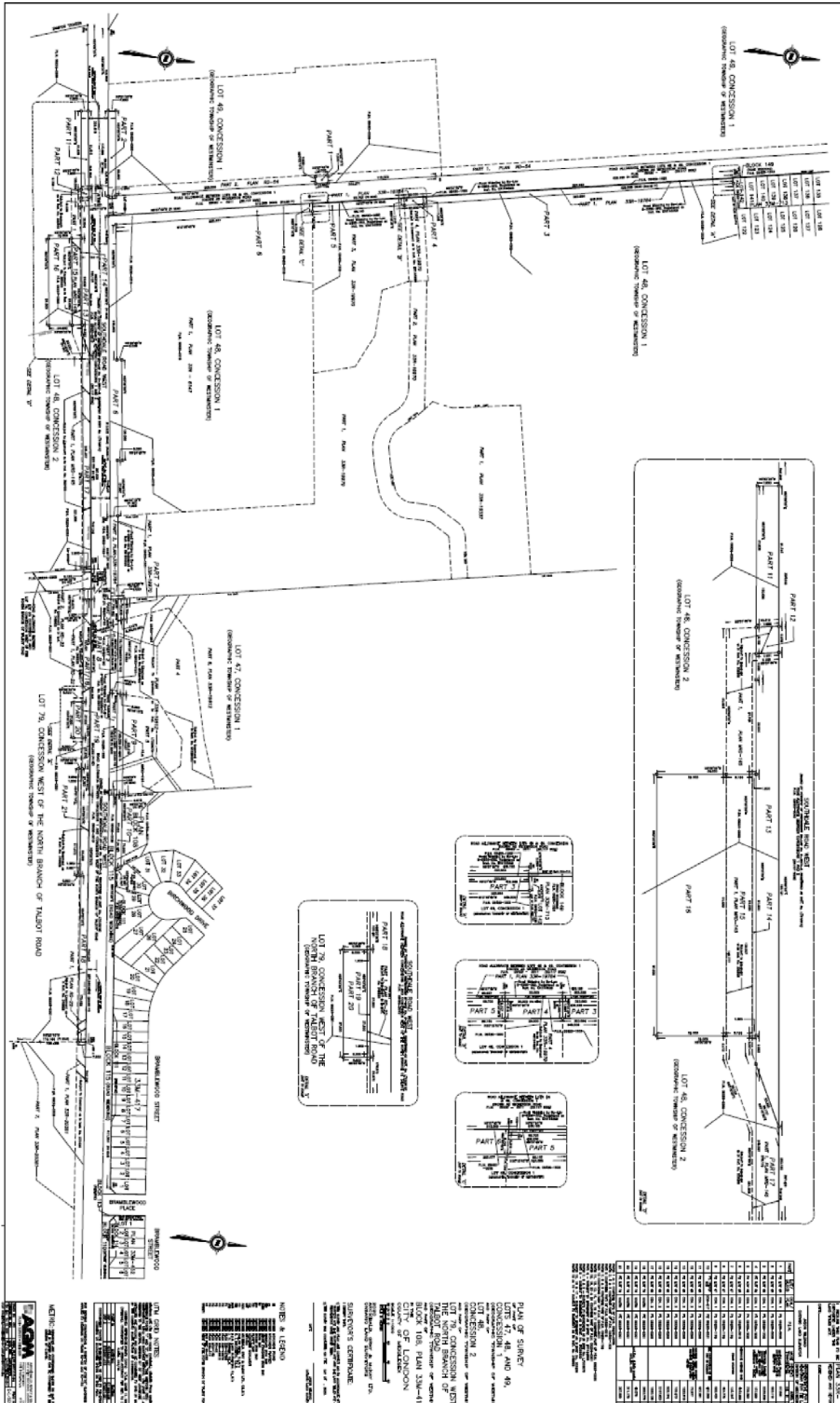
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

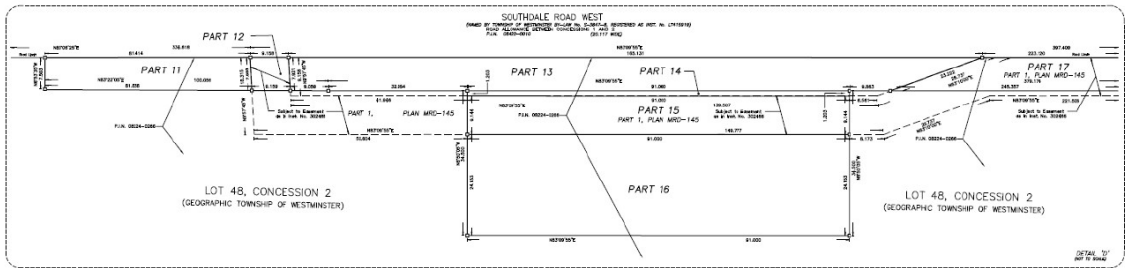
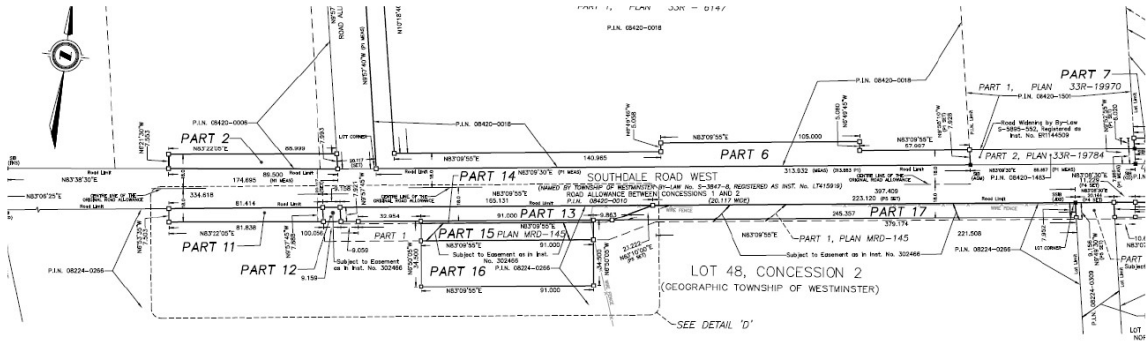
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



LOT NO.	AREA (SQ. METERS)	AREA (SQ. FEET)
LOT 48, CONCESSION 1	10,000.00	11,960.00
LOT 48, CONCESSION 2	10,000.00	11,960.00
LOT 47, CONCESSION 1	10,000.00	11,960.00
LOT 79, CONCESSION WEST OF THE NORTH BRANCH OF TALBOT ROAD	10,000.00	11,960.00
LOT 100	10,000.00	11,960.00
LOT 101	10,000.00	11,960.00
LOT 102	10,000.00	11,960.00
LOT 103	10,000.00	11,960.00
LOT 104	10,000.00	11,960.00
LOT 105	10,000.00	11,960.00
LOT 106	10,000.00	11,960.00
LOT 107	10,000.00	11,960.00
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LOT 159	10,000.00	11,960.00
LOT 160	10,000.00	11,960.00
LOT 161	10,000.00	11,960.00
LOT 162	10,000.00	11,960.00
LOT 163	10,000.00	11,960.00
LOT 164	10,000.00	11,960.00
LOT 165	10,000.00	11,960.00
LOT 166	10,000.00	11,960.00
LOT 167	10,000.00	11,960.00
LOT 168	10,000.00	11,960.00
LOT 169	10,000.00	11,960.00
LOT 170	10,000.00	11,960.00
LOT 171	10,000.00	11,960.00
LOT 172	10,000.00	11,960.00
LOT 173	10,000.00	11,960.00
LOT 174	10,000.00	11,960.00
LOT 175	10,000.00	11,960.00
LOT 176	10,000.00	11,960.00
LOT 177	10,000.00	11,960.00
LOT 178	10,000.00	11,960.00
LOT 179	10,000.00	11,960.00
LOT 180	10,000.00	11,960.00
LOT 181	10,000.00	11,960.00
LOT 182	10,000.00	11,960.00
LOT 183	10,000.00	11,960.00
LOT 184	10,000.00	11,960.00
LOT 185	10,000.00	11,960.00
LOT 186	10,000.00	11,960.00
LOT 187	10,000.00	11,960.00
LOT 188	10,000.00	11,960.00
LOT 189	10,000.00	11,960.00
LOT 190	10,000.00	11,960.00
LOT 191	10,000.00	11,960.00
LOT 192	10,000.00	11,960.00
LOT 193	10,000.00	11,960.00
LOT 194	10,000.00	11,960.00
LOT 195	10,000.00	11,960.00
LOT 196	10,000.00	11,960.00
LOT 197	10,000.00	11,960.00
LOT 198	10,000.00	11,960.00
LOT 199	10,000.00	11,960.00
LOT 200	10,000.00	11,960.00

PLAN OF SURVEY
 LOTS 47, 48, AND 49,
 CONCESSION 1,
 LOT 48,
 CONCESSION 2,
 LOT 79, CONCESSION WEST
 OF THE NORTH BRANCH OF
 TALBOT ROAD
 CITY OF LONDON
 SIMON'S CENTRALE
 NOTES & LEGEND
 LTA 0203 NOTES
 AGM

SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: _____

JASON WILBAND
ONTARIO LAND SURVEYOR

PLAN 33R-

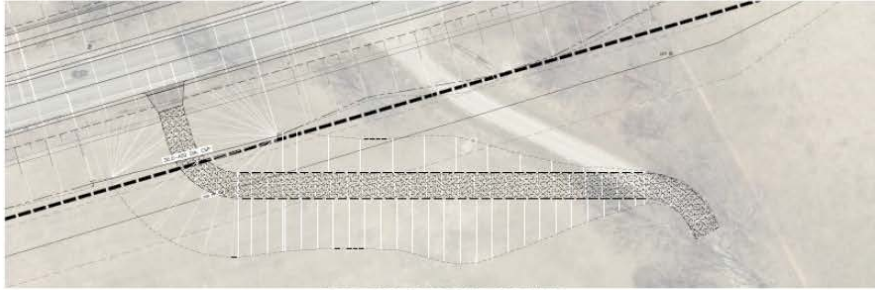
RECEIVED AND DEPOSITED

DATE: _____

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No. 33)

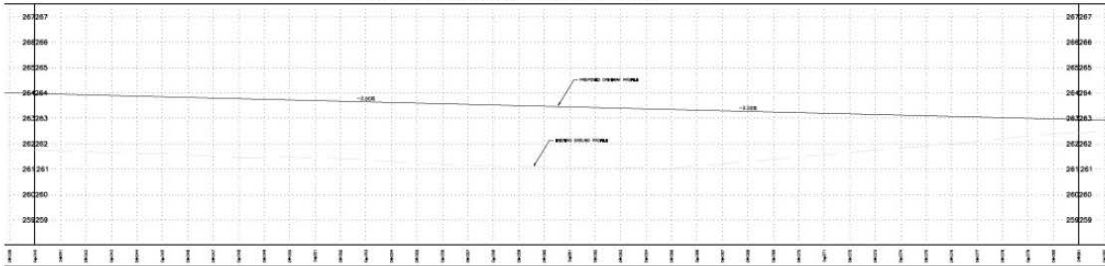
PART	LOT/ BLOCK	CON./ PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
11	PT. LOT 48	CON. 2	PT. 08224-0266	ANDREA, PETER ROBERT ANDREA, ANTONIA ELLEN ANDREA, CHRISTOPHER ALFRED	627.681	6756.30
12	PT. LOT 48	CON. 2	PT. 08224-0266		72.277	777.98
13	PT. LOT 48	CON. 2	PT. 08224-0266		1222.918	13163.38
14	PT. LOT 48	CON. 2	PT. 08224-0266		109.473	1178.36
15	PT. LOT 48	CON. 2	PT. 08224-0266		832.104	8956.69
16	PT. LOT 48	CON. 2	PT. 08224-0266		2197.923	23658.25
17	PT. LOT 48	CON. 2	PT. 08224-0266		1860.138	20022.36
18	PT. LOT 79	WNBTR	PT. 08224-0301		3893.779	41912.29

Schedule B1 "Driveway Realignment"

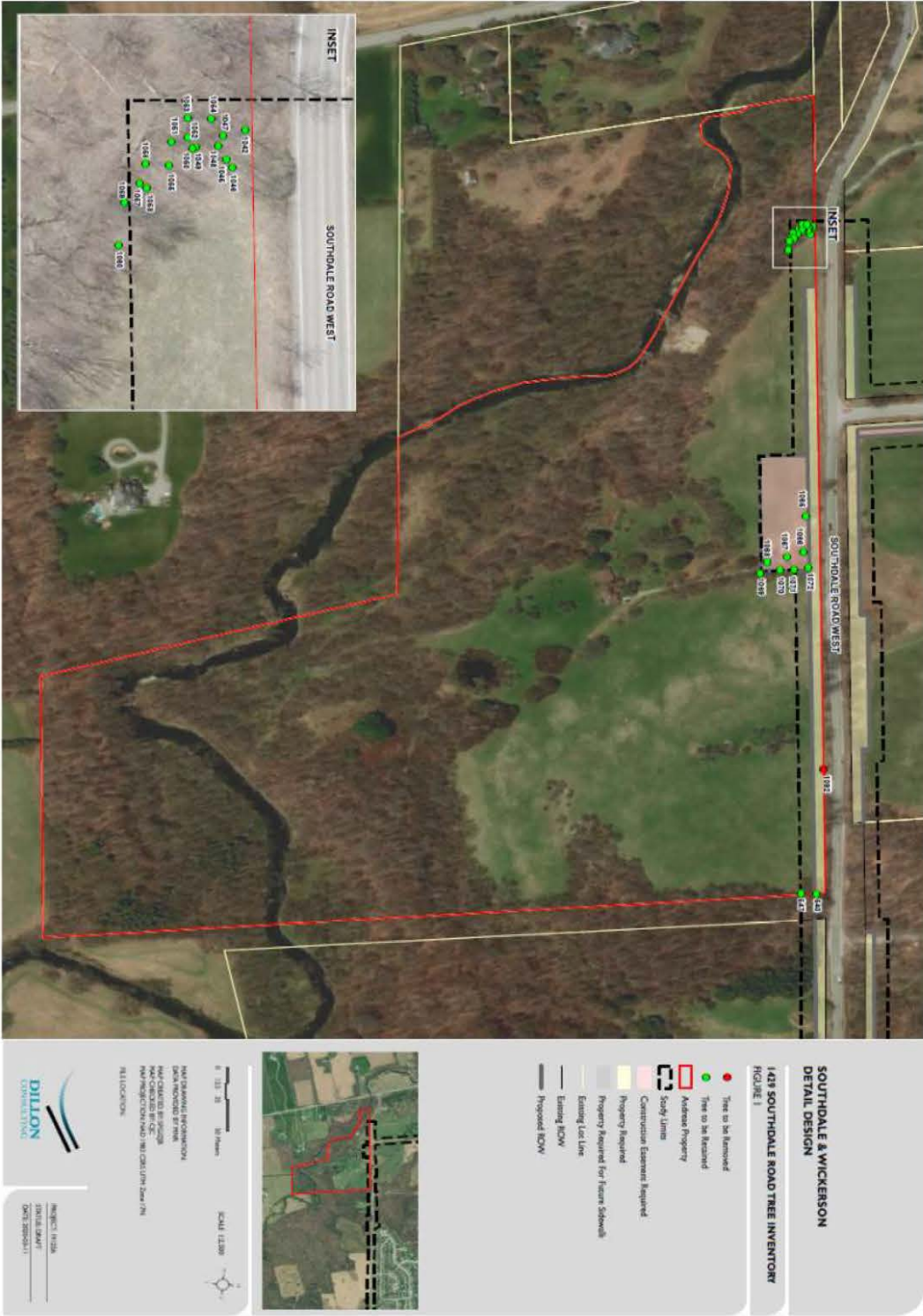


MUN 1429 PROPOSED DRIVEWAY
1:200

MUN 1429 PROPOSED DRIVEWAY PROFILE



Schedule "C1" Tree Impact Schedule – Private Property



Appendix A – Source of Financing Report

Appendix "A" Confidential

#21067
May 10, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 1429 Southdale Road West
Southdale Road West and Wickerson Road Improvements
(Subledger LD200073)
Capital Project TS1407-2 - Southdale - Wickerson Rd to Byronhills Dr
Christopher Alfred Andreae, Antonia Ellen Andrews and Peter Robert Andreae

Finance and Corporate Services Report on the Sources of Financing:

Finance and 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 Deputy City Manager, Finance Supports, with the concurrence of the Director, Roads and Transportation, and Division Manager, Transportation Planning and Design, on the advice of the Manager of Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To This Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	663,400	221,827	169,408	272,165
Construction	4,500,000	2,378	0	4,497,622
Utilities	917,152	0	0	917,152
City Related Expenses	100,000	4,996	0	95,004
Total Expenditures	\$7,492,500	\$1,531,045	\$169,408	\$5,792,047

Sources of Financing

Debenture By-law No. W.-5607(b)-61	879,830	179,788	19,893	680,149
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,351,257	149,515	5,111,898
Total Financing	\$7,492,500	\$1,531,045	\$169,408	\$5,792,047

Financial Note:

Purchase Cost	\$112,200
Add: Legal Fees etc.	53,446
Add: Land Transfer Tax	847
Add: HST @13%	21,534
Less: HST Rebate	-18,619
Total Purchase Cost	\$169,408

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

lp

Appendix A – Aerial Location Map

Location Map Aerial



Approximate Property Boundary Shown on Aerial



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

VENDOR: THE CORPORATION OF THE CITY OF LONDON

PURCHASER: MIDDLESEX CONDOMINIUM CORPORATION NO. 158

REAL PROPERTY:

Address: Part of 330 Thames Street, London

Location: South of West King Street

Measurements: +/- 15,682 Square Feet or approximately 0.36 acres

Legal Description: Being Part of Lot 25, South of King Street; Part of Lot 25, North of York Street, designated as Part 2 on Plan 33R-19956 and being Part of PIN 08322-0127 (LT) in the City of London County of Middlesex being and more specifically shown on Schedule "A" highlighted in red (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be One Hundred and Ninety Thousand Dollars Canadian (\$190,000.00) payable as follows:
 - a) a deposit of Ten Thousand Dollars (\$10,000.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Location Map of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Existing Ground Lease
4. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than July 15th 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.
5. **TITLE SEARCH:** The Purchaser shall be allowed ninety (90) days, or until 4:30 p.m. on October 15th 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.
6. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on November 15th 2021, One Hundred and Twenty (120) days from acceptance of offer. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
7. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
8. **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.
9. **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.
10. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
11. **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





Appendix B – Agreement of Purchase and Sale Cont'd


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.

12. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this 23 day of APRIL, 2021.

MIDDLESEX CONDOMINIUM CORPORATION NO. 158

PER: 
Name: B. TIMNEY
Title: President

PER: 
Name: BEV. FARLEY
Title: Treasurer

I/We have authority to bind the Corporation.




Appendix B – Agreement of Purchase and Sale Cont'd

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

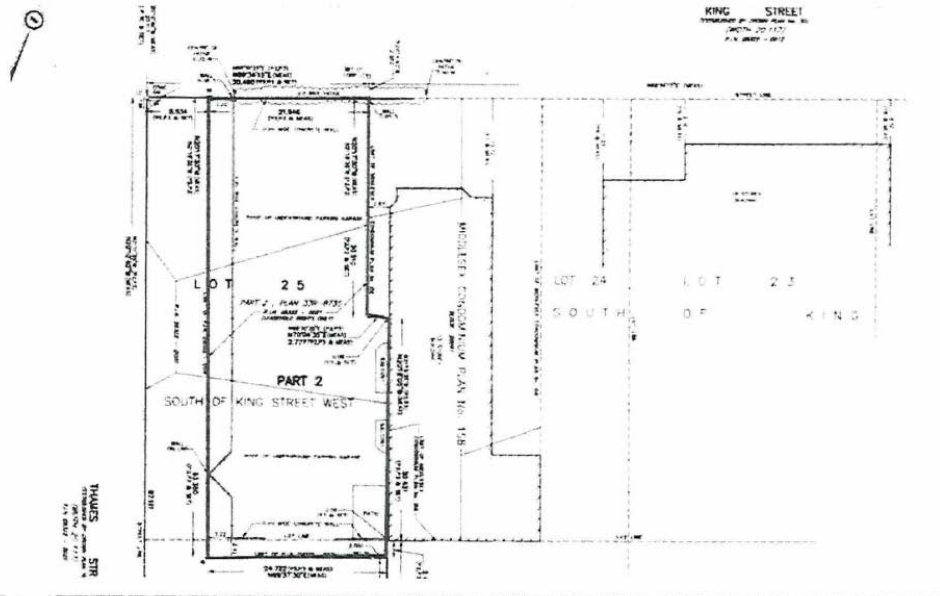
VENDOR'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-0082

PURCHASER'S LAWYER: Kristi Sargent-Kerr, Solicitor, 519-433-5310

Appendix B – Agreement of Purchase and Sale Cont'd

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SCHEDULE "A"
THE PROPERTY
PART 2 ON PLAN 33R-19956



Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "B"

ADDITIONAL TERMS AND CONDITIONS

1. **LEGAL COSTS:** The Purchaser and Vendor agree to pay their own legal costs, including fees, disbursements and applicable taxes, as required, to complete this transaction.
2. **PURCHASER ACKNOWLEDGEMENTS:** The Purchaser acknowledges that the Property is being purchased on an "as-is where-is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.
3. **PURCHASER CONDITION – FINANCING:** This offer is conditional upon the Purchaser, at the Purchaser's expense, arranging financing for this purchase satisfactory to the Purchaser in their sole and absolute discretion. Unless the Purchaser 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 Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at their sole option by notice in writing to the Vendor within the time period stated herein.
4. **PURCHASER CONDITION - CONDO BOARD APPROVAL:** This offer is conditional upon the Purchaser obtaining the necessary approvals from the condominium unit owners to complete this transaction, satisfactory to the Purchaser in their sole and absolute discretion. Unless the Purchaser 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 Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at their sole option by notice in writing to the Vendor within the time period stated herein.
5. **TERMINATION OF EXISTING GROUND LEASE:** The Property is subject to an existing ground lease between The Vendor and the Purchaser dated November 18th 1987 (the "Ground Lease") shown in Schedule "C". Prior to closing, the Vendor and Purchaser agree to execute any and all documentation necessary to terminate the Ground Lease, effective the Completion Date of this transaction. Should this Agreement be validly terminated for any reason prior to completion, both parties mutually agree that the Ground Lease shall remain in full force and effect.
6. **RESTRICTIVE COVENANT:** Both parties mutually acknowledge and agree that upon closing, the Purchaser shall register a restrictive covenant on title in favour of and in the form provided by the Vendor, to limit the use of the Property to its existing uses, specifically being an underground parking garage and open space area, for a period of 99 years (the "Restrictive Covenant"). The Purchaser further acknowledges and agrees that the Vendor shall not be responsible for any claims, demands, damages, suits, expenses, liabilities, and business losses as a result of this Restrictive Covenant. This condition shall survive and not merge on the completion of this transaction.
7. **OPTION TO REPURCHASE:** In the event the Purchaser is considering the sale of the property or any future redevelopment in contravention of the restrictive covenant, the Purchaser shall provide the Vendor a first option to re-acquire the Property, including all existing improvements, at the purchase price equal to 90% of the original purchase price paid by the Purchaser and subject to any further adjustments as of the date of reconveyance for taxes, local improvements and other rates. Upon closing, the Purchaser shall permit the Vendor to register a Notice of Option to Purchase on title to the Property in accordance with the terms of this condition. This condition shall survive and not merge on the completion of this transaction.

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C"

THIS INDENTURE made, in duplicate, as of the 18th day of November, 1987.

BETWEEN:

UPPER THAMES RIVER CONSERVATION AUTHORITY

(hereinafter called the "Landlord")

OF THE FIRST PART;

- and -

NINETEEN KING ST. INC.

(hereinafter called the "Tenant")

OF THE SECOND PART;

- and -

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City")

OF THE THIRD PART;

WHEREAS Upper Thames River Conservation Authority is the owner of the demised lands and premises more particularly described in Article I, Section 1.01 and hereinafter referred to as the "demised premises" or the "premises";

AND WHEREAS by an agreement dated December 7, 1985 (hereinafter referred to as the "Agreement") with Upper Thames River Conservation Authority, the City is entitled on certain terms to use, occupy and otherwise deal with the demised premises and other flood plain land acquired by the Authority within the City of London from time to time for park and recreational purposes;

AND WHEREAS the Upper Thames River Conservation Authority, hereinafter referred to as the Landlord, has agreed to lease the said premises to Nineteen King St. Inc, hereinafter referred to as the Tenant, upon the terms and conditions hereinafter set forth to which the Corporation of the City of London consents.

NOW THIS INDENTURE WITNESSETH THAT:

1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord has demised and leased unto the Tenant, and the Tenant doth hereby take and rent upon and subject to the conditions hereinafter expressed, the demised premises.
2. To have and to hold the demised premises for a term of sixty-six (66) years to be computed from such time as Order in Council is granted.
3. Yielding and paying unto the Landlord, its successors and assigns, in each and every of the years during the term, rent as hereinafter provided.

Bl
RT

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C" Cont'd

- 2 -

4. This Lease is made upon and subject to the following covenants and conditions which each of the Landlord and the Tenant respectively covenant and agree to keep, observe and perform to the extent that the same are binding or expressed to be binding upon them.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01: The terms defined in this Section for all purposes of this Lease and of all indentures, leases or other instruments supplemental hereto or confirmatory, amendatory or in modification hereof now or hereafter entered into in accordance with the provisions hereof, shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

- (a) "Demised Premises" means those lands and premises situate, lying and being in the City of London in the County of Middlesex and Province of Ontario, and being composed of that part of Lot 25, on the south side of King Street, as more particularly described in Schedule "A", save and except the surface of the said lands and premises and that portion of the said lands and premises lying between the said surface and a boundary below the said surface measured vertically downward from the said surface a distance of one foot.
- (b) "Lease" means this instrument, as originally executed and delivered or, if amended, supplemented or modified, as so amended, supplemented or modified.

Section 1.02: The parties acknowledge that there are no covenants, representation, warranties, agreements or conditions expressed or implied relating to this Lease or the Demised Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed.

Section 1.03: All the provisions of this Lease are to be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable, it shall be considered separate and severable from the remaining provisions of the Lease, which shall remain in force and be binding as though the said provisions had never been included. The captions or articles in this Lease are for the convenience of reference only and are not intended to limit, enlarge or otherwise alter their meanings. This Lease shall be interpreted according to the laws of the Province of Ontario.

ARTICLE II

PAYMENT OF RENT

Section 2.01: The Tenant covenants and agrees to pay to the Landlord as rent the sum of FIVE THOUSAND DOLLARS (\$5,000.00) for each and every year beginning on the 18th day of November, 1987, due and payable each and every year in advance with the last such payment to become due and payable 66 years from the date of the granting of the Order in Council, and it is

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C" Cont'd

- 3 -

understood and agreed that such payments are to be made by the Tenant without any deduction, abatement or set-off whatsoever. Additional rent, rounded to the nearest five dollars, shall be paid by the Tenant yearly commencing on the 18th day of November, 1988, calculated using the following formula:

$$\left(\frac{A}{B} \times C\right) - A = D$$

Where: A = \$5,000;

B = the annual average based on 1985 in the All-items Consumer Price Index for Canada (1981 = 100), published by Statistics Canada (herein called the "Consumer Price Index");

C = the annual average based on the calendar year in the Consumer Price Index immediately preceding the 1st day of October on which the particular additional rent is payable;

D = the additional rent, a negative difference being converted to zero.

All rent in arrears shall bear interest at the rate of twelve percent (12%) per annum and the rent shall be deemed to be in arrears the day after it is due with three (3) days of grace or forbearance by the Landlord before the arrears commence.

Section 2.02: All payments of rent shall be made to the Department of the City Treasurer, City Hall, 300 Dufferin Avenue, P.O. Box 5035, London, Ontario, N6A 4L9, or as the Landlord may otherwise direct in writing. The rent received by the City shall be applied to the maintenance and upkeep of the surface of the lands and premises described in Schedule "A" as a public park pursuant to the agreement.

Section 2.03: It is the intention of the parties that the rent, payable hereunder, shall be net to the Landlord, free and clear of any expenses in connection with the care, maintenance, operation, repair, replacement, alteration, addition, change, substitution and improvement of or to the Demised Premises and the Tenant shall at its expense pay all costs, outlays and expenses of any nature and kind whatsoever relating to or affecting the Demised Premises or any part thereof.

ARTICLE III

TAXES AND UTILITIES

Section 3.01: As additional rent hereunder, the Tenant shall pay and discharge or cause to be paid and discharged within thirty (30) days after the same shall become due and payable (subject to the right of contestation as hereinafter set out in Section 3.03) before any fine, penalty, interest or costs may be added thereto, all taxes, rates, duties, assessments, including local improvement rates and real property tax and other like public charges that may be levied, rated, charged or assessed against the Demised Premises, all equipment and facilities thereon and therein, and any other property of any nature whatsoever on the premises owned or brought thereon by the Tenant, and every business carried on thereon or therein in respect of the use or occupancy thereof by the Tenant, and

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C" Cont'd

- 4 -

every tax, licence fee, rental, sales tax, business tax, and other public charges, whether such taxes, rates, duties, assessments, licence fees and other public charges are assessed, levied or charged by municipal, provincial, federal, school or other public body during the term and all charges for electrical power, gas, water and other rates and all other charges for utilities or services in connection with such business or occupation, non-payment of which would create a lien or charge against the Demised Premises, all equipment and facilities thereon at the date hereof or placed thereafter by the Tenant and any other property of any nature whatsoever thereon and therein, and the Tenant shall indemnify and keep indemnified the Landlord from and against the payment of any such tax, rate, duty, assessment, licence fee or other charge, and from and against any loss, liability, costs, charges and expenses by reason of the Tenant's failure to pay the same when due. Any such loss, costs, charges and expenses suffered by the Landlord by reason of such failure may be collected by the Landlord with all rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 3.02: Upon written notice by the Landlord, the Tenant shall, forthwith after payment of the foregoing items and charges produce to the Landlord satisfactory evidence to the Landlord of the fact of such payment.

Section 3.03: It is agreed that the Tenant shall have the right to contest the validity of, or the amount of any tax, rate, assessment or other public charge, provided that such contestation will involve no forfeiture, foreclosure, escheat, sale or termination of the Landlord's title to the Demised Premises or any part thereof; but upon a final determination of any such contest the Tenant shall immediately pay and satisfy the amount of any such tax, rate, assessment or other public charge declared or found to be due, together with all property costs, penalties, interest or other charges (if any) payable in connection therewith.

Section 3.04: Upon being provided with suitable indemnity or security satisfactory to it, in relation to any costs, charges, rates, assessments or expenses which it may incur, or be likely to incur, the Landlord agrees at the request of the Tenant, to join in any such contest if its presence is reasonably necessary to perfect the proceedings in relation thereto, but the Landlord shall not be responsible for the conduct or carriage of such proceedings nor incur any liability whatsoever by reason of having joined therein and the Tenant shall indemnify and save harmless the Landlord against and from any such liability.

ARTICLE IV

USE OF PREMISES

Section 4.01: The Tenant covenants that it will not use the Demised Premises otherwise than for the purpose of an underground parking structure of no more than two levels to be constructed by the Tenant in conjunction with the proposed apartment building at 19 King Street. The Tenant shall be responsible for all costs associated with the development and construction of the said underground parking structure and shall be solely responsible for the maintenance of the same during the term of this Lease.

SCHEDULE "C" Cont'd

- 5 -

Section 4.02: Upon completion of the underground parking structure the Tenant shall pay the cost of re-landscaping the surface of the lands and premises described in Schedule "A" as determined by the City, and the City shall thereafter maintain the surface as a park out of the rents paid to it under Section 2.02 pursuant to the agreement.

Section 4.03: In the event the proposed apartment building, for which the underground parking structure is to be built, is demolished or otherwise ceases to be used for the purpose for which it was constructed, the Lease and the term hereby demised shall forthwith terminate, and the structure shall become the property of the Landlord, free from all encumbrances, liens and charges or in the alternative, at the option of the Landlord, the Tenant shall demolish the said parking structure, leaving the surface of the land in a condition similar to its condition prior to demolition.

ARTICLE V

REPAIRS AND MAINTENANCE

Section 5.01: The Tenant agrees to permit the Landlord and its agents or representatives during reasonable hours to enter upon and view the premises to examine the condition thereof. All want of reparation that upon such inspection shall be found, and for the amendment of which notice in writing shall be left at the premises, the Tenant shall within three (3) calendar months next after such notice, well and sufficiently repair and make good accordingly. If the Tenant shall at any time fail to make any such repairs or replacements required by it when needed, the Landlord shall be entitled to make such repairs or cause the same to be made, and the cost thereof together with interest thereon at the rate of twelve percent (12%) per annum from the date of payment by the Landlord shall be charged to and paid by the Tenant to the Landlord as additional rent hereunder. It is further understood and agreed that this section shall apply only to those repairs that are the obligation of the Tenant under the terms of this agreement.

Section 5.02: The Landlord, its agents, servants, employees or contractors shall be allowed entry to the Demised Premises to undertake any examination thereof or any work therein in the case of an emergency, and shall not be liable for any damage to the leased premises or the contents thereof occasioned by such entry, so long as they have used reasonable diligence and care.

Section 5.03: At the expiration or other termination of this Lease, the Tenant shall, except as otherwise expressly provided herein, surrender and deliver up the Demised Premises, with the aforesaid underground parking structure and equipment thereof, in good order and condition, which structure and equipment shall thereupon become the property of the Landlord.

ARTICLE VI

CHANGES AND ALTERATIONS

Section 6.01: The Tenant covenants and agrees that all the improvements or other work undertaken by or for the Tenant,

SCHEDULE "C" Cont'd

- 6 -

once begun, shall be prosecuted with reasonable diligence to completion, free and clear of any and all construction liens or other liens, conditional sales contracts, chattel mortgages or similar claims or encumbrances against the Demised Premises and be performed in all respects in accordance with the law.

Section 6.02: All changes, alterations, additions and improvements shall comply with all applicable statutes, regulations or by-laws or any municipal, provincial or other government authority, and the Tenant shall not by reason of any change, alteration, addition, or improvement as aforesaid be made liable to avoidance or cancellation by the insurer.

ARTICLE VII

INSURANCE

Section 7.01: At all times during the term, the Tenant shall, at its own cost and expense, maintain with one or more companies reasonably satisfactory to the Landlord, comprehensive general liability insurance in the amount of not less than \$1,000,000.00 inclusive limits against claims for personal injury, death or property damage or loss arising out of the operations of the Tenant, indemnifying and protecting the Landlord, the City and the Tenant: All policies of insurance referred to in this Article shall be written in the name of the Landlord, the City and the Tenant as the case may be, as insured and the Landlord and the City shall be saved harmless from any suits with respect to personal liability and loss as per Article X, and, if possible, shall contain a waiver of subrogation to the effect that any release from liability entered by the insured, prior to any loss, shall not affect the right of the insured or the Landlord or the City to recover.

Section 7.02: The Tenant hereby releases the Landlord, the City and their respective successors and assigns, from any and all liability for loss or damage caused by any of the perils against which the Tenant shall have insured or against which by terms of this Lease, the Tenant is obliged to insure the premises or any part thereof, and the Tenant hereby covenants to indemnify and save harmless the Landlord and the City against and from all manner of actions, causes of action, suits, damages, loss, costs, claim and demands of any nature whatsoever relating to such loss or damage.

Section 7.04: The Tenant shall pay all the premiums under the aforesaid policies as they become due and payable and in default of payment by the Tenant, the Landlord may pay the same and may collect the same as rent with all the rights of distress and otherwise as reserved to the Landlord in respect of rent in arrears.

Section 7.05: All policies of insurance (or certificates thereof at the option of the Landlord), or other evidence of continuity of insurance accompanied by satisfactory evidence that the premiums thereon have been paid thereon shall be mailed to the Landlord and the City not less than fifteen (15) days prior to the expiration of any then current policy.

SCHEDULE "C" Cont'd

- 7 -

ARTICLE VIII

DAMAGE AND DESTRUCTION

Section 8.01: If during the term of the Lease, the premises are damaged by fire, lightning, flooding, tempest, erosion or other casualty, the following provisions shall have effect:

- (a) If the premises are partially damaged so that the premises are partly or wholly unfit for the business of the Tenant, the Lease shall not be rescinded or terminated, and the rental provided to be paid hereunder shall not be abated and the Tenant shall repair the parking structure as soon as practicable at the Tenant's expense.
- (b) If the premises are totally destroyed or if they are so damaged that such damages (in the opinion of the Tenant) cannot be reasonably repaired, the rental provided shall not run or accrue from and after such destruction or damage in any circumstances; the Lease agreement shall terminate; and neither the Landlord nor the Tenant shall be required to restore the premises. At the option of the Tenant, the Tenant shall demolish the parking structure at the Tenant's expense as soon as practicable, leaving the surface of the land in a condition similar to that prior to the destruction or damage and all insurance proceeds shall belong to the Tenant. If the Tenant, at its option, does not demolish the parking structure, all insurance proceeds shall belong to the Landlord.

Section 8.02: Any replacement, repair or reconstruction of the Demised Premises or any part thereof pursuant to the provisions of Section 8.01 hereof shall commence within a reasonable period of time after such damage or destruction and shall be made or done in compliance with the provisions of Section 5.01 and 6.01 hereof.

ARTICLE IX

OBSERVANCE OF GOVERNMENT REGULATIONS

Section 9.01: The Tenant shall not allow any garbage or any other loose or objectionable material to accumulate in or about the building, yard, or passages of the premises, and will at all times keep the premises in a clean and wholesome condition, and will comply with all provisions of law applicable to the Demised Premises including without limitation, federal and provincial legislative enactments, zoning and building by-laws and any other governmental or municipal regulations which relate to equipment, to the maintenance, operation and use of the premises, and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the premises or any part thereof to the extent that the same are applicable to the Demised Premises. The Tenant covenants to comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authority or made by insurance underwriters, and to observe and obey all government and municipal regulations and other requirements governing the conduct of any businesses conducted on or in the Demised Premises, whether the same are in force at the commencement of the term of this Lease, or may in the future

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C" Cont'd

- 8 -

be passed, required, ordered, enacted or directed. In the event that the Tenant fails to comply as herein set out, the Landlord may effect compliance and collect any expense for work completed from the Tenant in the same manner.

Section 9.02: The Tenant covenants and agrees that it will comply in all respects with the provisions of the Conservation Authorities Act, R.S.O. 1980, c.85.

ARTICLE X

INDEMNITY

Section 10.01: The Tenant shall indemnify and save harmless the Landlord and the City from any and all manner of actions, causes of action, suits, damages, losses, claims and demands of any nature whatsoever arising during the term out of any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of each party then to be fulfilled, kept, observed or performed.

Section 10.02: The Tenant shall indemnify and save harmless the Landlord and the City from any and all manner of actions, causes of action, suits, damages, losses, costs, claims and demands of any nature whatsoever during the term arising out of:

- (a) any injury to person or persons including death resulting at any time therefrom, by the use and occupation of the Demised Premises; and
- (b) any damages to or loss of property occasioned by the use and occupation of the Demised Premises.

Section 10.03: The Tenant, for itself, its successors and assigns, covenants and agrees to indemnify and save harmless the Authority, the Corporation of the City of London and Her Majesty The Queen in right of the Province of Ontario, of and from any and all manner of claims, damages, loss, costs or charges whatsoever occasioned to or suffered by or imposed upon the Authority, the Corporation of the City of London and/or Her Majesty The Queen in right of the Province of Ontario or their property, either directly or indirectly, in respect of any matter or thing in consequence of or in connection with or arising out of the Tenant's use, occupancy or development of the lands to be developed and maintained by the Tenant pursuant to this agreement or, out of any operation connected therewith or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same. The Tenant, for itself, its permitted successors and assigns, covenants that the indemnity herein contained shall extend to all damages and claims for damages by reason of improper or faulty erection or any construction of structures hereafter erected or installed on the said demised lands or in connection therewith by the Tenant, its servants or agents or by reason of any insufficiency in such structures and whether or not the same have been approved by the Landlord, the City or Her Majesty The Queen in right of the Province of Ontario.

SCHEDULE "C" Cont'd

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ARTICLE XI

SUBLETTING OR ASSIGNING

Section 11.01: The Tenant covenants and agrees that it will not assign, sublet or otherwise encumber this Lease or the premises herein demised in whole or in part without the express written consent of the Landlord first obtained, and, such further consents and approvals as required pursuant to the provisions of the Conservation Authorities Act, its regulations, by-laws and amendment in force from time to time; such consents as hereinbefore referred to may be refused; but excluded from the foregoing provisions shall be any subleasing to the corporation associated with the Tenant as defined in Section 256 of the Income Tax Act of Canada, but such associated corporation shall be subject to the provisions of this clause.

It is further covenanted, agreed and acknowledged by the Tenant that, any proposed assignment, subletting or encumbering of the within Lease or the premises herein demised in whole or in part, shall require further approval by way of Order in Council under the provisions of the Conservation Authorities Act.

ARTICLE XII

QUIET ENJOYMENT

Section 12.01: The Tenant upon paying the rent hereby reserved, and performing and observing the covenants and conditions herein contained on its part to be performed and observed, shall and may peaceably enjoy and possess the premises for the term hereby granted, without any interruption or disturbance from the Landlord or any other person or persons rightfully claiming by, from or under it.

ARTICLE XIII

REMEDIES OF LANDLORD

Section 13.01: The Landlord and Tenant each respectively may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant or Landlord either by any provisions of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord or Tenant, as the case may be, by statute or the general law.

Section 13.02: If the Landlord or Tenant, as the case may be, shall overlook, excuse, condone or suffer any default, breach or non-observance by the Tenant or the Landlord, as the case may be, of any obligation hereunder, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach or non-observance, and no such waiver shall be implied, but shall only be effective if expressed in writing.

SCHEDULE "C" Cont'd

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ARTICLE XIV

EVENTS TERMINATING LEASE

Section 14.01: If the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sales, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors, or shall take any steps or suffer any order to be made for its winding up or other termination of its existence, then, in any such case, the Landlord may at its option, terminate this Lease by leaving upon the Demised Premises notice of such termination and thereupon, in addition to the payment by the Tenant of rent and other payments for which the Tenant is liable under this Lease, basic rent for the current year and the next ensuing three (3) years shall immediately become due and be paid by the Tenant.

Section 14.02: if the Tenant shall make any default in the payment of rent reserved hereunder, or at any time of additional rent, or any part of either, or in making any other payment herein provided, and such default shall continue for thirty (30) days after written notice thereof by the Landlord or if the Tenant shall default in the observances or performances of any other covenant or agreement herein contained and such default shall continue for thirty (30) days after written notice thereof by the Landlord as in the case of a default other than with respect to the payment of money which cannot with due diligence be cured within such thirty (30) day period, or if the Tenant fails to commence promptly and proceed diligently after such notice to cure the same, then the term hereby granted shall, at the option of the Landlord terminate and be at an end, and the Tenant shall quit and surrender the premises to the Landlord, but the Tenant shall remain liable as hereinafter provided; and the said option may be exercised by notice in writing to the Tenant as herein mentioned.

ARTICLE XV

NOTICE

Section 15.01: All notices, demands and requests which may or are required to be given pursuant to this Lease shall be sufficiently given if in writing and served personally upon the party or any executive officer of the party for whom it is intended, or mailed, prepaid and registered, and in the case of the Landlord addressed to the Secretary-Treasurer, Upper Thames River Conservation Authority, R.R. #6, P.O. Box 6278, Station D, London, Ontario N5W 5S1, and in the case of the City, addressed to The City Clerk, The Corporation of the City of London, City Hall, 300 Dufferin Avenue, Room 406, P.O. Box 5035, London, Ontario N6A 4L9, and in the case of the Tenant, addressed to it at the Demised Premises or at such other address as the parties may from time to time advise by notice. The date of receipt of such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally, or on the fifth business day next following the date of such mailing, if mailed as aforesaid.

SCHEDULE "C" Cont'd

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ARTICLE XVI

ARBITRATION

Section 16.01: The Landlord and Tenant hereby agree that, should any dispute, difference, or issue arise between themselves regarding the terms and covenants of this Lease, it shall be referred to the arbitration and final determination of a board of three arbitrators. One arbitrator shall be appointed by the Landlord, one arbitrator shall be appointed by the Tenant, and the third arbitrator, to act as chairman of the board of arbitration, and appointed by the Landlord's and Tenant's arbitrators, who shall decide on all matters upon which the arbitrators disagree. The arbitration process shall be governed by and under the terms and provisions of the Arbitrations Act, R.S.O. 1980. c.25, as amended, or a successor of that Act.

ARTICLE XVII

MISCELLANEOUS

Section 17.01: Time shall be of the essence of this Lease.

Section 17.02: This Lease shall not be modified or amended except by instrument in writing of equal formality herewith signed by the parties hereto or by their permitted successors and assigns and subject to the approval of the Lieutenant Governor in Council pursuant to Section 21(c) of the Conservation Authorities Act.

Section 17.03: It is agreed and declared that these provisions shall extend to and be binding upon and enure to the benefit of the parties hereto and their permitted successors and assigns.

Section 17.04: This Agreement shall be null and void unless signed by all parties hereto.

ARTICLE XVIII

RELEASE

Section 18.01: That for the consideration aforesaid, the Tenant, for itself, its permitted successors and assigns, releases and forever discharges the Landlord, the City and Her Majesty The Queen in right of the Province of Ontario as a result of any claim for loss, damage, injury or otherwise, caused by or arising out of the flooding of the lands whether the same is caused by natural forces alone or a combination of natural forces and the operation of flood controlled dams by the Landlord, and/or Her Majesty The Queen in right of the Province of Ontario; and further, the Tenant does agree to indemnify and save harmless the Landlord and Her Majesty The Queen in right of the Province of Ontario as a result of any claim made against them by any other party arising out of the permission granted by the Landlord (if any) to the owner with

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "C" Cont'd

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respect to the excavation and construction of the structure or structures on the Demised Premises.

IN WITNESS WHEREOF the Landlord, the Tenant and the City have hereto caused to be affixed their corporate seals duly attested by the hands of their proper signing officers.

UPPER THAMES RIVER CONSERVATION AUTHORITY

BY: [Signature]
Chairman

And BY: [Signature]
General Manager

PROPERTY HOLDINGS CO. INC.
i _____
i _____

THE CORPORATION OF THE CITY OF LONDON

i _____
i _____
City Clerk, K.W. Sadler

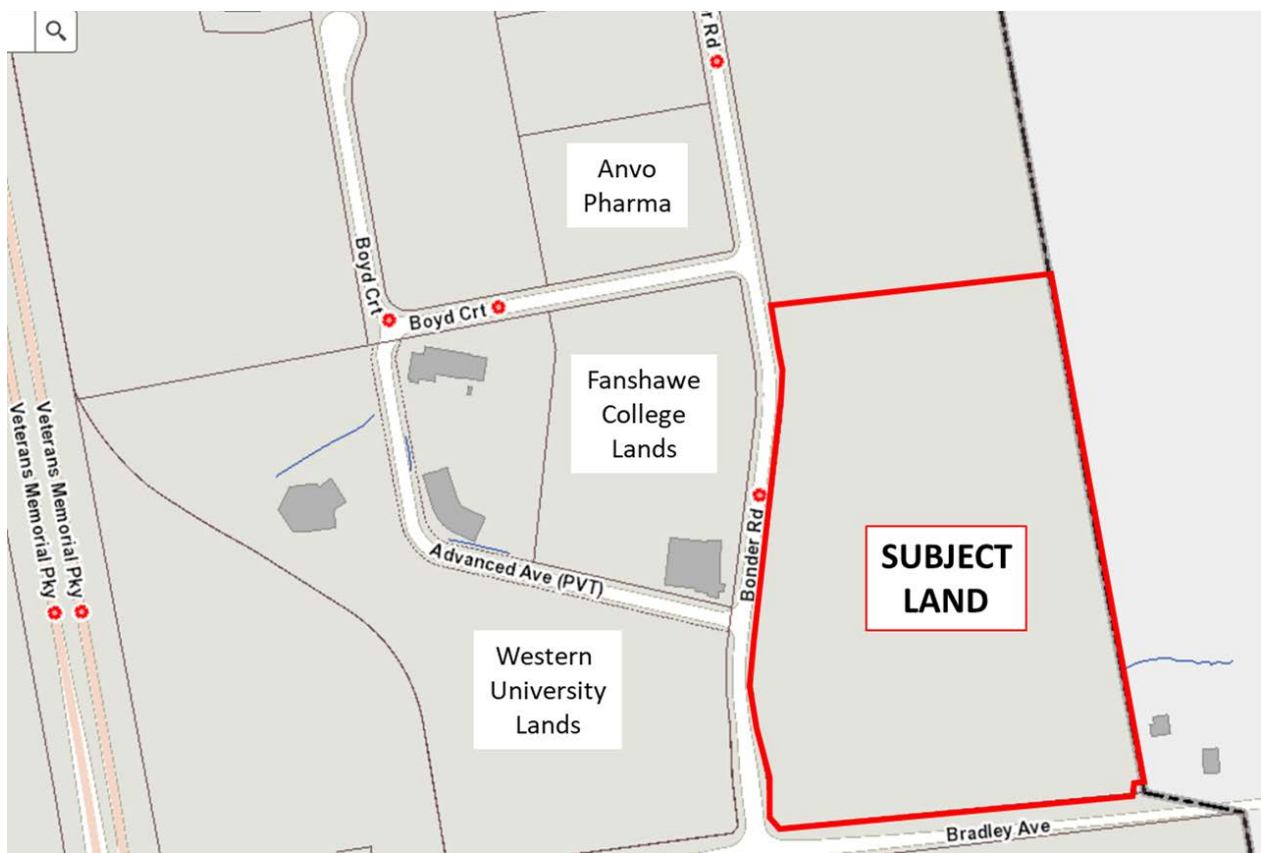
APPROVED
LEGAL DEPT. C. OF L. [Signature]
DATE Dec 8 1987

SCHEDULE "C" Cont'd

SCHEDULE "A"

Parts of Lots 24 and 25, South of West King Street, in the City of
London, in the County of Middlesex, designated as Part 2, Plan 33R-7407.

Appendix A – Location Map and Aerial



Approximate Area Shown of Subject Property. For Illustration Purposes.

Aerial



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 4th day of May, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

12935473 CANADA INC.

Address: 2555 chemin de l'Aviation, Pointe-Claire, QC, H9P 2Z2

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Industrial Park Phase IV, in the City of London, in the County of Middlesex, containing 25 acres, more or less subject to survey, located on the east side of Bonder Road, and legally described as PART BLOCK 1, on PLAN 33M609, SUBJECT TO AN EASEMENT AS IN ER662838; CITY OF LONDON; and shown outlined in red and attached hereto as Schedule "C" to this Agreement, for the price of approximately,

One Million Seven Hundred And Fifty Thousand Dollars
(\$1,750,000)

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

One Hundred and Seventy Five Thousand Dollars (10% of purchase price)
(\$175,000)

cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

4. The Purchaser is to be allowed until July 30th, 2021, 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 until July 30th, 2021, 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 by August 20th, 2021. 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. A project of the Deed of transfer will be remitted to the Purchaser's solicitor 5 business days before closing. 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.

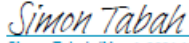
16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 28th day of May, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

[Signature page follows]

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 4th day of May, 2021.

SIGNED, SEALED & DELIVERED

in the presence of



Simon Tabah (May 4, 2021 13:51 EDT)

Witness: Simon Tabah
Director, Legal Affairs

) 12935473 CANADA INC.

) Purchaser

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ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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


Realtor: Peter Craig, Sales Representative
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:	Innovation Industrial Park, Phase IV
Lot & Conc./Part No./Block, etc.; Acres:	PART BLOCK 1, PLAN 33M-609 (25 Acres)
Name, Address, Postal Code of Purchaser:	12935473 CANADA INC. 2555 chemin de l'Aviation Pointe-Claire, QC H9P 2Z2
Local Company:	Yes No
Intended Use of Building - (Describe):	Research and Development, advanced manufacturing and distribution of Medical devices, Personal Protection Equipment (PPE) etc.
Major Industrial Classification of User:	Advanced Manufacturing and Assembly
List of Products Manufactured/Handled:	Medical Grade Equipment
Number of Employees Anticipated:	140 (Full Time)
Number of Square Feet of Building Proposed:	200,000 sq. ft.
Number of Square Feet in Property Purchase:	1,089,000 sq. ft.
Proposed Building Coverage as % of Lot Area:	18 percent (18 %)
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:	
Purchaser's Executive Completing this Form:	 <u>Guillaume Laverdure (May 5, 2021 00:47 GMT+7)</u> (signature) Guillaume Laverdure, Chief Operating Officer 12935473 CANADA INC. 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 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (b) The minimum coverage of the building or structure shall be 15 per cent, provided however that, where the maximum coverage permitted under the applicable zoning by-law is 15 percent or less, the maximum coverage under the zoning by-law shall be deemed to be the minimum coverage required by this condition.
 - (c) The purchaser shall not within 10 years of the registration of the deed or transfer convey any vacant part of the land by deed, transfer, grant, assignment, appointment, mortgage, charge, lease or sub-lease (Planning Act, R.S.O. 1990, Chapter P .13), without first notifying the City and, where it has been so notified, the City may either grant its consent (which shall not be unreasonably withheld) to the conveyance or application or may in its sole discretion require the purchaser to reconvey the vacant part to the City in accordance with Section 18 of this policy and free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the purchaser from the City.
 - (d) The purchaser shall pay local improvement charges and any other special levies assessed at any time against the land on and after completion of the purchase.
6. The Manager of Realty Services may grant one or more extensions (which in total shall not exceed two years) of the time set out in paragraph 5 (a) of Section 5 of this policy within which construction of a building or structure is to be commenced provided the purchaser has filed a written request with the Manager of Realty Services for the extension.
7. A purchaser wishing to notify the City under condition 5 (c) of this policy shall file a written request with the Manager of Realty Services who shall submit a recommendation thereon to Council through the Corporate Services Committee.

CLASS 2 SALE

8. A class 2 sale is a sale of a land for the purpose of the extension or enlargement of a building or structure erected or to be erected upon land of the purchaser abutting the land.
9. A class 2 sale shall be subject to conditions (c) and (d) of Section 5 of this policy and the further

condition that the land shall not be used for any purpose other than the extension or enlargement of a building or structure erected or to be erected upon lands of the purchaser abutting the land.

CLASS 3 SALE

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

GENERAL

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

SCHEDULE "C"

THE LAND



SUBJECT TO FINAL SURVEY

SCHEDULE "D"

ADDITIONAL TERMS AND CONDITIONS

Paramountcy of Schedule "D"

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

Assignment of Agreement

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

Sewage Sampling Manholes

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

Development Agreement

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

Reference Plan

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

Adjustments: The purchase price payable by the Purchaser to the Vendor for the Property is calculated at 25 acres multiplied by \$70,000 per acre. If the actual size of the Property is difference than set out above at time of closing, then the Purchase Price for the Property shall be adjusted to reflect a price equal to the area of the Property multiplied by \$70,000 per acre.

Purchaser Condition – Environmental

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting environmental inspections and investigations of the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than July 30th, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Purchaser Condition – Geotechnical Review

This offer is conditional upon the Purchaser, at the Purchaser's expense, conducting geotechnical inspections for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance

with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than July 30th, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

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. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than July 30th, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the City as aforesaid within the time period stated herein.

Purchaser Condition – Financing

This offer is conditional upon the Purchaser securing the requisite financing from the Purchaser's financial institution, on terms and conditions acceptable to the Purchaser in its sole and absolute discretion. Unless the Purchaser gives notice in writing delivered to the Vendor personally or in accordance with any other provision for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto no later than July 30th, 2021, that this condition is fulfilled this offer shall be null and void and the deposit shall be returned to the Purchaser in full without deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Approval from Board of Directors

The Purchaser shall have until July 30th, 2021, for the approval of the terms of this Agreement hereof by the Purchaser's Board of Directors. Unless that Purchaser gives notice in writing to the Vendor within the time period specified that this condition has been fulfilled, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction. This condition is included for the benefit of the Purchaser and may be waived at the Purchaser's sole option by notice in writing to the Vendor as aforesaid within the time period stated herein.

Testing After Acceptance

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

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

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within five (5) business days of being requested to do so by the Purchaser.

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have until July 30th, 2021 to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or deduction except as otherwise provided for

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

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.

Survival of Conditions

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

ADDITIONAL SCHEDULE WITH SPECIAL PROVISIONS AND URBAN DESIGN GUIDELINES

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:
 - a. the Purchaser acknowledges that the Property may have been rough-graded and filled by the Municipality;
 - 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. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
4. The Purchaser must adhere to the recommendations of the geotechnical engineer and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.

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

Urban Design Guidelines for Innovation Park

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

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

AND WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on sub factor Contacts following the request of management to reconsider the January 17, 2019 decision of the JJEC regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the Caseworker, Bilingual (C1089) job;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;

AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) have been held in abeyance;

AND WHEREAS the Court Reporter/Clerk – POA Bilingual (C1073) is rated higher in the Contacts subfactor due to the bilingual component and the parties wish to amend the job evaluation rating;

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the contacts sub-factor in respect of the above-noted job evaluation matters for the classifications of the Bilingual Client Service Clerk job (C0680), the Client Services Representative - Bilingual job (C0781) and the Caseworker Bilingual (C1089) job;

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. The parties will enter into the Letter of Understanding attached hereto as Appendix 'A'. The Letter of Understanding shall be appended to the 2019-2022 Collective Agreement between the Corporation and the Union and also shall be deemed to form an integral part of these Minutes of Settlement.
2. For clarity, the parties agree that, notwithstanding the JJEC vote to provide a "+ 1 bump" on the degree factor rating under Contacts if a job is identified as a bilingual job (see December 6, 2005 JJEC minutes), bilingual jobs shall not receive credit of an additional +1 degree factor rating under Contacts on account of jobs being identified as bilingual jobs.
3. The parties will enter into the attached minutes of settlement and memorandum of agreement (attached as Schedules 1, 2, 3, 4) in respect of the job evaluation matters referenced above re Class Codes 0680 (Bilingual Client Services Clerk), C0781 (Client Services Representative – Bilingual) and C1089 (Caseworker Bilingual) and in respect of an adjusted job evaluation for the Class Code C1073 (Court Reporter/Clerk – POA Bilingual).
4. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between May 30, 2019 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.
 - i. Bilingual Client Services Clerk (C0680); and
 - ii. Caseworker Bilingual (C1089)
5. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between January 1, 2021 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they

were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.

- i. Client Services Representative -- Bilingual (C0781);
- ii. Court Reporter/Clerk – POA Bilingual (C1073); and
- iii. Customer Support Associate (C0777).

- 6. These Minutes of Settlement constitute the entire agreement between the parties with respect to the matters addressed herein and there are no representations, oral, written or otherwise, upon which either party is relying in entering into this agreement.
- 7. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.
- 8. Final acceptance of these Minutes of Settlement (with attachments) is subject to a majority vote in the affirmative by the Municipal Council of The Corporation of the City of London. If the Council does not vote in the affirmative by May 26, 2021, the Minutes of Settlement and all attachments hereto shall be deemed null and void for all purposes.

SIGNED AT LONDON, ONTARIO THIS _____ OF _____, 2021.

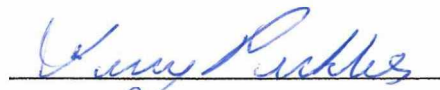


FOR THE CORPORATION

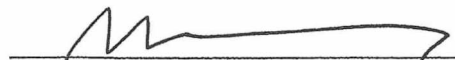


FOR THE UNION

April 20, 2021



Witness



Witness

M. KLUG

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF LONDON
("Corporation")
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 101
("Union")

Re: Bilingual Stipend

The Union and the Corporation do hereby agree as follows:

1. A bilingual job is a job the Corporation identifies as being a bilingual job and in which the job description requires an incumbent to use both official languages in the performance of their duties. Currently, the bilingual jobs under this collective agreement are:
 - i. Bilingual Client Services Clerk (C0680);
 - ii. Client Services Representative - Bilingual (C0781);
 - iii. Caseworker Bilingual (C1089);
 - iv. Court Reporter/Clerk – POA Bilingual (C1073);
 - v. Customer Support Associate – Bilingual (C0777).
2. Commencing on May 26, 2021, employees who occupy a bilingual job on a temporary or permanent basis shall receive a \$0.55/hour bilingual stipend for any regular hours worked or paid. The hourly bilingual stipend will be paid bi-weekly.
3. The \$0.55 hourly bilingual stipend shall not apply to any overtime worked.
4. The \$0.55 hourly bilingual stipend shall not be paid to an employee while they are on an unpaid leave of absence, but shall be paid during paid leaves of absence, including vacation and sick leave.

5. The Corporation and the Union agree that the \$0.55 hourly bilingual stipend represents the total compensation for the required use of both official languages in the performance of a job.
6. Notwithstanding paragraph 5 above, the parties hereto confirm their understanding that the amounts paid as bilingual stipends referenced herein comprise "contributory earnings" for the purposes of OMERS and as such the Corporation will treat them as such, in the absence of a determination by OMERS either under the current or amended OMERS plan that these amounts are not contributory earnings for the purposes of the OMERS plan.
7. The Corporation and the Union agree that the fact that an employee is required to use both official languages in their job shall not receive any consideration on any of the ten (10) sub-factors in the Gender-Neutral Job Evaluation Manual. Hence, where the only difference between a bilingual job and a unilingual job is the requirement to use both official languages, the jobs shall be rated equally.
8. However, if a bilingual job has identifiable differences in the required qualifications, job duties or working conditions (other than the requirement to use both official languages in the job) compared to its unilingual counterpart, this agreement does not prevent the Joint Job Evaluation Committee or the Joint Job Evaluation Dispute Resolution Committee from taking into account these differences when evaluating a bilingual job in accordance with the Gender-Neutral Job Evaluation Manual.

Examples of differences in job requirements that would continue to be evaluated by the JJEC or JJEDRC are outlined below:

- a. if the Corporation's job description requires an employee in a bilingual job to hold an undergraduate degree in French and the unilingual comparator job does not require an undergraduate degree in English, the bilingual job may be rated differently and receive the same consideration for the degree as any other job required to hold an undergraduate degree that was not in French;
- b. should the employee in a bilingual job be required to meet with administrative personnel or community leaders in the Franco-Ontarian community, the employee would receive the same consideration as any other employee required to deal with community leaders at a similar level in the non-Franco-Ontarian community
- c. should the employee in a bilingual job be required to travel in order to deal with French speakers within the community, the employee

would receive the same consideration for travel as any other employee required to travel in a similar manner by their job.

This agreement was ratified on the _____ of _____, on behalf of the Parties.

FOR THE UNION
CORPORATION



Adam Brightling

President C.U.P.E. Local 101

April 20, 2021

FOR THE

Michael Goldrup

Director, People Services

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. Job Evaluation matter HR 2-19 (Bilingual Client Services Clerk (C0680)) is fully and finally resolved without prejudice to any other matter between the parties.
2. In respect of Job Evaluation matter HR 2-19, the Contacts sub factor for the Bilingual Client Services Clerk job (C0680) shall receive a rating of two (2).
3. The parties agree that the Bilingual Client Services Clerk job (C0680) rating attached at Appendix A hereto concludes the job evaluation at issue in Job Evaluation matter HR 2-19.
4. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.

SIGNED AT LONDON, ONTARIO THIS _____ OF _____, 2021.

Mise Goldring

FOR THE CORPORATION

Con Kyf

FOR THE UNION

April 20, 2021

Suzanne Puckler

Witness

M. Klug

Witness

M. KLUG



Joint Job Evaluation

LB

Appendix "A"

Date last reviewed

2005-12-06

Service area Housing, Social Services & Deerness Home	Division/Section Housing
Members voting	Date 2019-04-23
Job Bilingual Client Services Clerk	Class code C0680

	Existing		New		Notes	Min	Max
	Degrees	Points	Degrees	Points			
Complexity (10)			2	20			
Judgement (9)			2	18			
Education (12)			5	60			
Experience (12)			3	36			
Result of Errors (12)			3	36			
Contacts (11)			2	22	Settled at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27			
Mental/Sensory Effort (9)			3	27			
Disagreeable Conditions (8)			4	32			

Total Existing points = = Total New Points
 Level of Existing Position = = Level of New Position

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts after management requested reconsideration of the JJEC's January 17, 2019 decision regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the submission on the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the job evaluation of the Client Services Representative - Bilingual job (C0781);


NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

- 1. Job Evaluation matter HR 1-19 (Client Services Representative - Bilingual (C0781)) is fully and finally resolved without prejudice to any other matter between the parties. ✓
- 2. In respect of Job Evaluation matter HR 1-19, the Contacts sub factor for the Client Services Representative - Bilingual job (C0781) shall receive a rating of three (3). ✓
- 3. The parties agree that the Client Services Representative Bilingual job (C0781) rating attached at Appendix A hereto concludes the job evaluation at issue in Job Evaluation matter HR 1-19. ✓


4. The parties acknowledge and agree that the Client Services Representative- Bilingual job (C0781) shall proceed to the 6-12 month review as provided for under Part A, article 8 of the CUPE 101 Gender Neutral Job Evaluation Manual. For Clarity, the Letter of Understanding re: Bilingual Stipend will apply to these 6-12 months reviews, including but not limited to paragraphs 7 and 8. ✓
5. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein. ✓

SIGNED AT LONDON, ONTARIO THIS _____ OF _____, 2020.


FOR THE CORPORATION


Witness


FOR THE UNION


Witness
M. KLUS

April 20, 2021



Joint Job Evaluation

AS

Appendix "A"

Service area: Housing, Social Services and Deerness Home		Division: Social Services	Date last reviewed: April 23, 2019
Members voting			
Job: Client Services Representative-Bilingual			Class code: C0781

	Existing		New		Notes	Moved	Secur- ded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			3	27			
Education (12)			5	60			
Experience (12)			3	36			
Result of Errors (12)			2	24			
Contacts (11)			3	33	Settled at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27	light/long		
Mental/ Sensory Effort (9)			3	27	frequent/intermediate		
Disagreeable Conditions (8)			4	32	major/frequent		
Total Existing points = Level of Existing Position =				304 7	= Total New Points = Level of New Position		

Schedule 3

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the new job of Caseworker, Bilingual (C1089) job;

AND WHEREAS this issue was referred to the JJEDRC;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;

AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) job were held in abeyance;

AND WHEREAS the parties wish to fully and finally resolve the referral of the sub-factor Contacts to the JJEDRC for the Caseworker Bilingual (C1089) job;

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. With this, the September 2019 evaluation of this job, as a new job, is concluded in accordance with Appendix A attached hereto.
2. In respect of the referral of the sub-factor Contacts to the JJEDRC, the Contacts sub factor for the Caseworker Bilingual (C1089) job shall receive a rating of four (4).
3. The employee's request for reconsideration will be addressed in accordance with the CUPE 101 Gender Neutral Job Evaluation Manual. For clarity, the Letter of Understanding re: Bilingual Stipend will apply to the request for reconsideration, including but not limited to paragraphs 7 and 8.

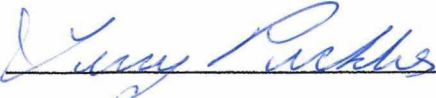
4. The parties acknowledge and agree that the Caseworker Bilingual job (C1089) is new and shall proceed to the 6-12 month review as provided for under Part A, article 8 of the Gender Neutral Job Evaluation Manual. For Clarity, the Letter of Understanding re: Bilingual Stipend will apply to these 6-12 months reviews, including but not limited to paragraphs 7 and 8.

5. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.

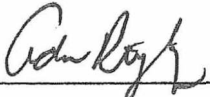
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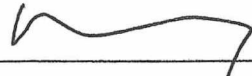
FOR THE CORPORATION



Witness



FOR THE UNION



Witness
M. KLOG

APR: 1 20, 2021



Joint Job Evaluation

AS

Appendix "A"

Service area Housing, Social Services and Deerness Home		Division Social Services	Date last reviewed September 17, 2019
Members voting		Date September 17, 2019	
Job: Caseworker - Bilingual		Class code C1089	

	Existing		New		Notes	Moved	Seco- ded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			5	45			
Education (12)			6	72			
Experience (12)			4	48			
Result of Errors (12)			3	36			
Contacts (11)			4	44	Agreed to at Arbitration April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27	light/intermediate and light/long		
Mental/ Sensory Effort (9)			4	36	frequent/long		
Disagreeable Conditions (8)			4	32	major/frequent		

Total Existing points =		378	= Total New Points
Level of Existing Position =		10	= Level of New Position

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MEMORANDUM OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS in April 2021, the parties agreed to adjust the Contacts rating of the Court Reporter/Clerk POA Bilingual job (C1073);


NOW THEREFORE the parties hereby agree:

1. The parties agree to the Court Reporter/Clerk – POA Bilingual job (C1073) rating attached at Appendix A.


SIGNED AT LONDON, ONTARIO THIS _____ OF _____, 2020.



 FOR THE CORPORATION



 Witness



 FOR THE UNION



 Witness
 M. KLUG

April 20, 2021



Joint Job Evaluation

2/2

Appendix "A"

Service area Finance and Corporate Services		Division Courts Administration	Date last reviewed December 6, 2005
Members voting		Date December 6, 2005	
Job: Court Reporter/Clerk-POA - Bilingual		Class code C1073	

	Existing		New		Notes	Moved	Recorded
	Degree	Points	Degree	Points			
Complexity (10)			3	30			
Judgement (9)			3	27			
Education (12)			6	72			
Experience (12)			5	60			
Result of Errors (12)			4	48			
Contacts (11)			3	33	Adjusted by agreement of the parties April 2021.		
Supervision (8)			1	8			
Physical Effort (9)			3	27			
Mental/ Sensory Effort (9)			5	45			
Disagreeable Conditions (8)			3	24			

Total Existing points =		374	= Total New Points
Level of Existing Position =		10	= Level of New Position

WITHOUT PREJUDICE OR PRECEDENT

MINUTES OF SETTLEMENT

BETWEEN

THE CORPORATION OF THE CITY OF LONDON

("Corporation")

-AND-

LOCAL UNION NO. 101 (CANADIAN UNION OF PUBLIC EMPLOYEES)

("Union")

WHEREAS the Joint Job Evaluation Committee ("JJEC") advised on April 23, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the incumbent submission for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the matter was referred to the Joint Job Evaluation Dispute Resolution Committee ("JJEDRC") on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision on the submission regarding the sub-factor Contacts for the Bilingual Client Services Clerk (C0680) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 2-19);

AND WHEREAS the JJEC advised on April 23, 2019 that it was unable to reach a majority decision on sub factor Contacts following the request of management to reconsider the January 17, 2019 decision of the JJEC regarding the new job description submitted for the Client Services Representative - Bilingual (C0781) job;

AND WHEREAS the matter was referred to the JJEDRC on April 24, 2019;

AND WHEREAS the JJEDRC met on May 21, 2019 and advised on May 30, 2019 that it did not reach a majority decision regarding the sub-factor Contacts for the Client Services Representative- Bilingual (C0781) job;

AND WHEREAS the Union referred the matter in dispute to arbitration (HR 1-19);

AND WHEREAS the JJEC advised on September 17, 2019 that it was unable to reach a majority decision on the sub-factor Contacts with respect to the job evaluation submission for the Caseworker, Bilingual (C1089) job;

AND WHEREAS the employee filed a request for reconsideration on September 27, 2019 requesting the following sub factors be reconsidered: complexity, contacts, supervision and mental/sensory;

AND WHEREAS the referral to the JJEDRC and reconsideration for the Caseworker, Bilingual (C1089) have been held in abeyance;

AND WHEREAS the Court Reporter/Clerk – POA Bilingual (C1073) is rated higher in the Contacts subfactor due to the bilingual component and the parties wish to amend the job evaluation rating;

AND WHEREAS the parties wish to fully and finally resolve all matters between them relating to the contacts sub-factor in respect of the above-noted job evaluation matters for the classifications of the Bilingual Client Service Clerk job (C0680), the Client Services Representative - Bilingual job (C0781) and the Caseworker Bilingual (C1089) job;

NOW THEREFORE the parties hereby agree as follows on a without prejudice or precedent basis:

1. The parties will enter into the Letter of Understanding attached hereto as Appendix 'A'. The Letter of Understanding shall be appended to the 2019-2022 Collective Agreement between the Corporation and the Union and also shall be deemed to form an integral part of these Minutes of Settlement.
2. For clarity, the parties agree that, notwithstanding the JJEC vote to provide a "+ 1 bump" on the degree factor rating under Contacts if a job is identified as a bilingual job (see December 6, 2005 JJEC minutes), bilingual jobs shall not receive credit of an additional +1 degree factor rating under Contacts on account of jobs being identified as bilingual jobs.
3. The parties will enter into the attached minutes of settlement and memorandum of agreement (attached as Schedules 1, 2, 3, 4) in respect of the job evaluation matters referenced above re Class Codes 0680 (Bilingual Client Services Clerk), C0781 (Client Services Representative – Bilingual) and C1089 (Caseworker Bilingual) and in respect of an adjusted job evaluation for the Class Code C1073 (Court Reporter/Clerk – POA Bilingual).
4. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between May 30, 2019 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.
 - i. Bilingual Client Services Clerk (C0680); and
 - ii. Caseworker Bilingual (C1089)
5. Within 30 days of the approval and acceptance of the Minutes of Settlement by Municipal Council, the Corporation shall pay to all employees who worked in any of the following classifications between January 1, 2021 and May 26, 2021, a retroactive bilingual stipend of \$0.55 for each hour during this time frame that they

were paid the applicable collective agreement straight time rate for these classifications. The Corporation will report to Local 101 with regard to the amount of retroactive payments at the time of the payment thereof.

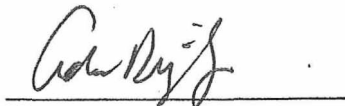
- i. Client Services Representative -- Bilingual (C0781);
- ii. Court Reporter/Clerk – POA Bilingual (C1073); and
- iii. Customer Support Associate (C0777).

- 6. These Minutes of Settlement constitute the entire agreement between the parties with respect to the matters addressed herein and there are no representations, oral, written or otherwise, upon which either party is relying in entering into this agreement.
- 7. These Minutes of Settlement are without prejudice or precedent to any other matter between the parties but may be relied up on by either party to enforce the terms herein.
- 8. Final acceptance of these Minutes of Settlement (with attachments) is subject to a majority vote in the affirmative by the Municipal Council of The Corporation of the City of London. If the Council does not vote in the affirmative by May 26, 2021, the Minutes of Settlement and all attachments hereto shall be deemed null and void for all purposes.

SIGNED AT LONDON, ONTARIO THIS _____ OF _____, 2021.

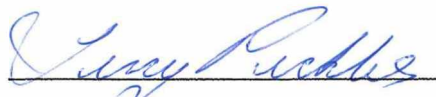


FOR THE CORPORATION

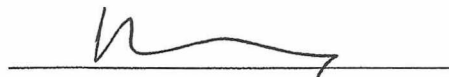


FOR THE UNION

April 20, 2021



Witness



Witness

