



London
CANADA

Council Minutes

The 10th Meeting of City Council
July 6, 2021, 4:00 PM

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

Absent: M. van Holst

Also Present: K. van Lammeren, B. Westlake-Power
Remote Attendance: L. Livingstone, G. Barrett, B. Card, K. Dickins, M. Feldberg, M. Goldrup, G. Kotsifas, K. Murray, Vanetia R., C. Saunders, K. Scherr, M. Schulthess, C. Smith, B. Warner, J. Wills

The meeting is called to order at 4:02 PM, with Mayor E. Holder in the Chair and all Members participating except Councillor M. van Holst. It being noted that the following Members attended the meeting remotely: M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

Mayor E. Holder discloses a pecuniary interest in Items 10 (2.9) and 15 (5.1) of the 9th Report of the Civic Works Committee, having to do with the Waterloo and Piccadilly Area Traffic Study Recommendations and the Deferred Matters List as it relates to 745 - 747 Waterloo Street, by indicating that his family owns and operates a business located in the subject area.

Councillor S. Turner discloses a pecuniary interest in Items 3 and 4 of the 10th Report of the Council In Closed Session, and the associated Bill No.'s 306 and 307, having to do with property acquisitions related to the Wellington Gateway Project, by indicating that he owns property nearby.

2. Recognitions

None.

At 4:08 PM, Councillor S. Turner leaves the meeting.

3. Review of Confidential Matters to be Considered in Public

Motion made by: P. Van Meerbergen

Seconded by: S. Hillier

That the change in order to move Stage 4. Council, In Closed Session and the 10th Report of the Council, In Closed Session, to after Stage 13. By-laws, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 to 0)

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

Motion made by: S. Lewis

Seconded by: A. Hopkins

That the Minutes of the 9th Meeting held on June 15, 2021, BE APPROVED.

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 to 0)

6. Communications and Petitions

None.

7. Motions of Which Notice is Given

None.

8. Reports

8.1 11th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 11th Report of the Corporate Services Committee BE APPROVED.

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Issuance of Proclamations – Pilot Program Review

Motion made by: M. Cassidy

That the following actions be taken with respect to the report dated June 21, 2021 entitled “Issuance of Proclamations Policy – Pilot Program Review”:

a) the above-noted pilot BE CONSIDERED completed;

b) the City Clerk BE DIRECTED to bring forward proposed amendments to the Issuance of Proclamation Policy to a future meeting of the Corporate Services Committee for consideration, that would include:

i) application process refinements to require a specific local contact

- in the City of London;
- ii) an expanded promotion plan for proclamations, through Corporate social media;
- iii) revisions that would permit multiple, distinct proclamation requests from the same organization;

c) the above-noted report BE RECEIVED.

Motion Passed

3. (2.2) Respectful Workplace Policy and Workplace Violence Prevention Procedure Annual Report - March 1, 2020 to December 31, 2020

Motion made by: M. Cassidy

That, on the recommendation of the Director, People Services, and the concurrence of the City Manager, the Annual Report regarding the Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination) and Workplace Violence Prevention Procedure BE RECEIVED for information purposes.

Motion Passed

4. (2.3) Expropriation of Lands – Dingman Drive Improvements Project (Relates to Bill No. 296)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, approval BE GIVEN to the expropriation of land as may be required for the Dingman Drive improvements project, and that the following actions be taken in connection therewith:

a) application be made by The Corporation of the City of London as Expropriating Authority to the Council of The Corporation of the City of London as approving authority for the approval to expropriate the land required for the Dingman Drive improvements project;

b) The Corporation of the City of London serve and publish notice of the above application in accordance with the terms of the *Expropriations Act*,

c) The Corporation of the City of London forward to the Chief Inquiry Officer any requests for a hearing that may be received and report such to the Council of The Corporation of the City of London for its information; and,

d) the proposed by-law as appended to the staff report dated June 21, 2021 as Schedule "B" BE INTRODUCED at the Council meeting on July 6, 2021 to authorize the foregoing and direct the Civic Administration to carry out all necessary administrative actions.

Motion Passed

5. (4.1) Application – Issuance of Proclamation – World Patient Safety Day

Motion made by: M. Cassidy

That based on the application dated June 10, 2021 from Patient for Patient Safety Canada, September 17, 2021 BE PROCLAIMED as World Patient Safety Day.

Motion Passed

6. (4.2) Standing Committee Membership – Federation of Canadian Municipalities

Motion made by: M. Cassidy

That the following actions be taken with respect to the Federation of Canadian Municipalities (FCM) Standing Committee(s):

a) Councillor M. Cassidy BE ENDORSED to serve on FCM Standing Committees, for the 2021/2022 term; and,

b) subject to Councillor M. Cassidy's successful application to serve on the FCM Standing Committee(s), all associated cost to attend the Board of Directors meetings, the Sustainable Community Conference and Trade Show and the Annual Conference and AGM for the 2021/2022 term BE APPROVED for reimbursement by The Corporation of the City of London outside of her annual expense allocation.

Motion Passed

- 8.2 12th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 12th Report of the Corporate Services Committee BE APPROVED.

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

- 8.3 9th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 9th Report of the Civic Works Committee BE APPROVED, excluding items 10 (2.9) and 15 (5.1).

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 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) 5th Report of the Transportation Advisory Committee

Motion made by: E. Pelozza

That the 5th Report of the Transportation Advisory Committee, from its meeting held on May 25, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Appointment of Consulting Engineer for the Mud Creek Phase 2 Detailed Design

Motion made by: E. Pelozza

That, on the recommendation of Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 22, 2021, related to the appointment of consulting services for the Mud Creek Phase 2 project:

- a) AECOM Canada Ltd. BE APPOINTED consulting engineers to complete the detailed design for the Mud Creek Phase 2 project, in accordance with the estimate on file, at an upset amount of \$564,198.00 (including contingency), excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T06)

Motion Passed

4. (2.3) Pottersburg Sanitary Trunk Sewer Re-Alignment Municipal Class Environmental Assessment - Notice of Completion

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 Pottersburg Sanitary Trunk Sewer Re-Alignment Environmental Assessment:

- a) the Pottersburg Sanitary Trunk Sewer Re-Alignment Environmental Assessment Executive Summary, as appended to the above-noted staff report, BE ACCEPTED;
- b) a Notice of Completion BE FILED with the Municipal Clerk; and,
- c) the Municipal Class Environmental Assessment Schedule B Project File for the Pottersburg Sanitary Trunk Sewer Re-Alignment BE PLACED on public record for a 30-day review period. (2021-E05)

Motion Passed

5. (2.4) Contract Award: Tender RFT21-68 - Mud Creek Flood Reduction and Channel Rehabilitation Phase 1b

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 June 22, 2021, related to the award of contract for the Mud Creek Flood Reduction and Channel Rehabilitation Phase 1b Project:

- a) the bid submitted by J-AAR Excavating Limited at its tendered price of \$3,556,553.50, excluding HST, for the Mud Creek Flood Reduction and Channel Rehabilitation Phase 1b Project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of five bids received and meets the City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all administrative acts 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 RFT21-68); 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-T06)

Motion Passed

6. (2.5) Appointment of Consulting Engineer for the Dingman Creek Subwatershed Stage 2 Lands: Schedule C Municipal Class 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 June 22, 2021, related to the appointment of consulting services for the Dingman Creek Subwatershed Stage 2 Lands Municipal Class Environmental Assessment project:

- a) Kontzamanis Graumann Smith MacMillan Inc. BE APPOINTED consulting engineers to complete the detailed design for the Dingman Creek Stage 2 EA project, in accordance with the estimate on file, at an upset amount of \$698,529.20 (including contingency), excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E21)

Motion Passed

7. (2.6) Appointment of Consulting Engineers for the Infrastructure Renewal Program

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 June 22, 2021, related to the appointment of consulting engineers for the Infrastructure Renewal Program:

- a) the following consulting engineers BE APPOINTED to carry out consulting services for the identified Infrastructure Renewal Program funded projects, at the upset amounts identified below, in accordance with the estimate on file, and in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy:
 - i) Stantec Consulting Ltd. BE APPOINTED consulting engineers to complete the pre-design, detailed design and construction administration of Assignment B, Victoria Street Reconstruction from west limit to Lombardo Avenue and Victoria Street Pumping Station Replacement, in the total amount of \$504,180.60 (including contingency), excluding HST;
 - ii) Archibald, Gray and McKay Engineering Ltd. (AGM) BE APPOINTED consulting engineers to complete the pre-design and detailed design of Assignment G, Quebec Street Reconstruction Phase 1 from Oxford Street East to the CP railway tracks in the total amount of \$418,000.00 (including contingency), excluding HST;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract; and
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T04)

Motion Passed

- 8. (2.7) Appointment of Consulting Engineering - Hyde Park Pumping Station Upgrades

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 June 22, 2021, related to the appointment of consulting services for the detailed design and contract administration of the Hyde Park Pumping Station Upgrades project:

- a) the proposal submitted by AECOM Canada Ltd., 410-250 York Street, Citi Plaza, London, Ontario N6A 6K2, in the amount of \$130,456.00, including contingency in the amount of \$20,000.00, excluding HST, BE AWARDED in accordance with Section 15.2 (d) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

- 9. (2.8) Arva-Huron Water Transmission Main Municipal Class Environmental Assessment Master Plan - Notice of Completion

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 June 22, 2021, related to the Arva-Huron Water Transmission Main Municipal Class Environmental Assessment Master Plan:

- a) the Arva-Huron Water Transmission Main Municipal Class Environmental Assessment Master Plan Executive Summary, as appended to the above-noted staff report, BE ACCEPTED;

- b) a Notice of Completion BE FILED with the Municipal Clerk; and,
- c) the Project File for the Arva Pumping Station to Huron Street Water Transmission Main Municipal Class Environmental Assessment Master Plan BE PLACED on public record for a 45-day review period. (2021-E05/E08)

Motion Passed

11. (2.10) 2021 Large Diameter Watermain Inspection Phase 2

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 June 22, 2021, related to the Large Diameter Watermain Inspection Phase 2:

- a) the contract value for Pure Technologies Ltd., 3rd Floor, 705-11 Avenue SW, Calgary, Alberta, T2R 0E3, in the amount of \$582,867.00, excluding HST, BE APPROVED, in accordance with Section 14.4 (e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project; and,
- d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E08)

Motion Passed

12. (2.11) 2021 At-Grade Rail Crossing Improvements RFT 21-54 - Irregular Result

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 June 22, 2021, related to the tender RFT21-54, 2021 At-Grade Rail Crossing Improvements:

- a) the irregular bid submitted by Dufferin Construction Company, a division of CRH Canada Group Inc., at its tendered price of \$489,889.20, excluding HST, BE ACCEPTED in accordance with Section 8.10 (b) and Section 13.2 (b) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this work 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, to give effect to these recommendations; and,

d) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations. (2021-T10)

Motion Passed

13. (2.12) Single Source Additional Ravo Street Sweeper

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated June 22, 2021, related to the single source additional Ravo street sweeper purchase:

a) the Single Source negotiated price BE ACCEPTED to purchase one (1) 2018 Ravo 5 iSeries Vacuum Street Sweeper for a total estimated price of \$239,333.00, excluding HST, from Cubex Ltd., 189 Garden Avenue, Brantford, Ontario N3S 0A7;

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 above-noted matter, in accordance with Section 14.4 (d) and Section 14.5 (a) (ii) of the City of London's Procurement of Goods and Services Policy; and,

d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report. (2021-V00)

Motion Passed

14. (2.13) RFP 21-33 Supply and Delivery of CNG Front Loading Waste Disposal Trucks

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated June 22, 2021, related to the supply and delivery of CNG Front Loading Waste Disposal Trucks:

a) the submission from Vision Truck Group, for the supply and delivery of two (2) Compressed Natural Gas (CNG) Front Loading Waste Disposal Trucks at a total purchase price of \$811,970.00, excluding HST, BE ACCEPTED, in accordance with Section 12.2 (b) of the City of London's Procurement of Goods and Services Policy;

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 above-noted matter; and,

d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report. (2021-V00)

Motion Passed

16. (5.2) 5th Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 5th Report of the Cycling Advisory Committee, from its meeting held on June 16, 2021:

- a) the ~~attached~~ Sub-Committee Report related to the Draft Masonville Secondary Plan, BE FORWARDED to Civic Administration for consideration; and,
- b) clauses 1.1 to 3.8 and 5.1 to 6.1, BE RECEIVED.

Motion Passed

10. (2.9) Waterloo and Piccadilly Area Traffic Study Recommendations

Motion made by: E. Pelosa

That items 10 and 15 BE APPROVED:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 22, 2021, related to the Waterloo and Piccadilly Area Traffic Study:

- a) the above-noted staff report BE RECEIVED;
- b) the Civic Administration BE DIRECTED to implement the improvements within the Piccadilly Area Neighbourhood as set out in Section 2.4 of the above-noted staff report;
- c) the Civic Administration BE DIRECTED to consider the recommendations of the study as part of any future planning applications for non-residential uses in the study area; and,
- d) the Civic Administration BE DIRECTED to continue to monitor the study area as identified the above-noted staff report; it being noted that the communication, as appended to the added agenda, from C. Butler with respect to this matter, was received. (2021-T08)

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

Recuse: (1): Mayor E. Holder

Absent: (2): M. van Holst, and S. Turner

Motion Passed (12 to 0)

15. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That items 10 and 15 BE APPROVED:

That the Civic Works Committee Deferred Matters List as at June 14, 2021, BE RECEIVED.

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

Recuse: (1): Mayor E. Holder

Absent: (2): M. van Holst, and S. Turner

Motion Passed (12 to 0)

8.4 10th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 10th Report of the Planning and Environment Committee BE APPROVED, excluding Items 14 (2.2) and 16 (3.2).

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

Absent: (2): M. van Holst, and S. Turner

Motion Passed (13 to 0)

1. Disclosures of Pecuniary Interest
2. (2.3) SoHo, Hamilton Road and Lambeth Community Improvement Plans: Performance Measures and Indicators of Success

Motion made by: P. Squire

That, on the recommendation of the Director, Economic Services & Support, the following actions be taken with respect to amending Community Improvement Plans to add performance measures and indicators of success:

a) the staff report dated June 21, 2021 entitled "SoHo, Hamilton Road and Lambeth Community Improvement Plans - Performance Measures and Indicators of Success", with respect to potential changes to the Lambeth, SoHo, and the Hamilton Road CIPs' financial incentives programs. These programs are the Tax Grant (SoHo), Façade Improvement Loan (Lambeth, Hamilton Road, and SoHo), the Upgrade to Building Code Loan (Hamilton Road and SoHo), and the Forgivable Loans to Upgrade to Building Code and Façade Improvement Loans (Hamilton Road) for BE RECEIVED for information; and,

b) the Civic Administration BE DIRECTED to circulate the staff report noted in a) above, for public review;

it being noted that input received through the circulation of the report will assist in informing a recommendation on changes to the grant and loan programs that will be presented at a future meeting of the Planning and Environment Committee. (2021-D19)

Motion Passed

3. (2.4) Draft Argyle Core Area Community Improvement Plan (O-9299)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the draft Argyle Core Area Community Improvement Plan (CIP):

a) the draft Argyle Core Area Community Improvement Plan appended to the staff report dated June 21, 2021, BE RECEIVED:

b) the Civic Administration BE DIRECTED to circulate the draft Argyle Core Area Community Improvement Plan, noted in a) above, to receive public input from the Argyle Business Improvement Area, Argyle Community Association, the London Small Business Centre, the Urban League of London, all City Advisory Committees and stakeholders who have participated in the process to date and post the draft Plan on the City's Get Involved webpage; and,

c) the Civic Administration BE DIRECTED to report back with any recommended revisions to the draft Plan resulting from the public input received, to a future meeting of the Planning and Environment Committee for consideration. (2021-D19)

Motion Passed

4. (2.5) Encouraging the Growing of Food in Urban Areas (OZ-9332)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the background report, including draft proposed London Plan and Zoning By-law amendments to implement directions contained in the Council-approved Urban Agriculture Strategy appended to the staff report dated June 21, 2021, BE CIRCULATED for public review and comment in advance of a public participation meeting to be scheduled at a later date. (2021-D09)

Motion Passed

5. (2.6) Summerside Subdivision Phase 17 - Subdivision Special Provisions

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc., for the subdivision of land over Concession 1, Part of Lots 15 and 16, situated east of Highbury Avenue North, southwest of Meadowgate Boulevard and north of Bradley Avenue:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the Summerside Subdivision, Phase 17 (39T-92020_17) appended to the staff report dated June 21, 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 June 21, 2021 as Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 21, 2021 as Appendix "C"; and,

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

Motion Passed

6. (2.7) 751 Fanshawe Park Road West - Vista Woods Subdivision Phase 3 - Special Provisions

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Vista Wood Estates Ltd. for the subdivision relating to a portion of the property located on the southwest corner of Wonderland Road North and Sunningdale Road West (formerly 751 Fanshawe Park Road West):

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Vista Wood Estates Ltd. for the Vista Wood Subdivision, Phase 3 (39T-03505_3) appended to the staff report dated June 21, 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 June 21, 2021 Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 21, 2021 as Appendix "C"; and,

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

Motion Passed

7. (2.8) 600 Sunningdale Road West - Sunningdale Court Subdivision Phase 1 - Special Provisions - 39T-18501

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd., for the subdivision of land legally described as RCP 1028 PT Lot 16 RP 33R13891, PT Part 1 RP 33R16774 Parts 3 to 10 IRREG), municipally known as 600 Sunningdale Road West, located on the south side Sunningdale Road West, between Wonderland Road North and Richmond Street:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Sunningdale Golf and Country Ltd. for the Sunningdale Court Subdivision, Phase 1 (39T-18501_1) appended to the staff report dated June 21, 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 June 21, 2021 as Appendix “B”;

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 21, 2021 as Appendix “C”, noting the Capital Budget adjustments; and,

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

Motion Passed

8. (2.9) 355 Marconi Boulevard - Marconi Court Subdivision - Special Provisions - 39T-20501

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and JNF Group Inc., for the subdivision municipally known as 355 Marconi Boulevard:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and JNF Group Inc. for the Marconi Subdivision, (39T-20501) appended to the staff report dated June 21, 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 June 21, 2021 Appendix “B”; and,

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

Motion Passed

9. (2.10) Parker Jackson Subdivision - 39T-06507

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the subdivision relating to the lands located on the east side of Jackson Road between Commissioners Road East and Bradley Avenue, municipally known as 1635 Commissioners Road East and 2624 Jackson Road:

a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Drewlo Holdings Inc. for the Parker Jackson Subdivision, Phase 1 (39T-06507_1) appended to the staff report dated June 21, 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 June 21, 2021 Appendix "B";

c) the financing for this project BE APPROVED as set out in the Source of Financing Report appended to the staff report dated June 21, 2021 Appendix "C"; and,

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

Motion Passed

10. (2.11) 1620 Noah Bend (Relates to Bill No. 295)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with respect to the application by Kenmore Homes (London) Inc., the proposed by-law appended to the staff report dated June 21, 2021 BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to exempt Block 95, Plan 33M-733 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-D25)

Motion Passed

11. (2.12) 135 Villagewalk Boulevard (H-9050) (Relates to Bill No. 300)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by 2560334 Ontario Ltd. (York Developments), relating to a portion of the property located at 135 Villagewalk Boulevard, the proposed by-law appended to the staff report dated June 21, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning on a portion of the subject lands FROM a Holding Business District Commercial Special Provision (h*h-99*BDC(25)) Zone TO a Business District Commercial Special Provision (BDC(25)) Zone to remove the "h and h-99" holding provisions. (2021-D09)

Motion Passed

12. (2.13) Building Division Monthly Report for April, 2021

Motion made by: P. Squire

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

Motion Passed

13. (2.1) ReThink Zoning

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the staff report dated June 21, 2021 entitled "ReThink Zoning - Update Report and Background Papers", BE RECEIVED for information. (2021-D09)

Motion Passed

15. (3.1) 915 - 919 Commissioners Road East (Z-9334) (Relates to Bill No. 301)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by 2781033 Ontario Inc., relating to the property located at 915-919 Commissioners Road East, the proposed by-law appended to the staff report dated June 21, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to amend Zoning By-law No. Z.-1, (in conformity to the Official Plan), to change the zoning of the subject property FROM a Restricted Office/Highway Service Commercial (RO2/HS) Zone TO a Restricted Office Special Provision/Highway Service Commercial Special Provision (RO2(_)/HS(_)) Zone;

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

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: accommodating an appropriate range and mix of employment; promoting economic development and competitiveness; supporting long-term economic prosperity; promoting the vitality and regeneration of settlement areas; supporting energy conservation, improved air quality, reduced greenhouse gas emissions (GHGs) and climate change adaptation; and, supporting and promoting intensification and redevelopment to utilize existing services;
- the recommended amendment to Zoning B-law Z.-1 conforms to the Auto-Oriented Commercial Corridor policies of the 1989 Official Plan;
- the recommended amendment to Zoning B-law Z.-1 conforms to the in-force policies of the Commercial Industrial Place Type of The London Plan;
- the use of an existing developed site supports Council's commitment to reducing and mitigating climate change by making efficient use of existing infrastructure and by focusing intensification and growth in already-developed areas;
- the subject lands are an appropriate location for a small-scale retail use and a reduction in required parking. The recommended amendments are consistent with and appropriate for the site and context and will support opportunities for economic activity and employment. (2021-D09)

Motion Passed

17. (3.3) 1830 Adelaide Street North (1810, 1820, 1840 and 1850 Adelaide Street North) (Z-9312) (Relates to Bill No. 303)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with respect to the application by Stoney Creek Commercial Centre c/o York Developments, relating to the property located at 1810, 1820, 1840 and 1850 Adelaide Street North, the proposed by-law appended to the staff report dated June 21, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Neighbourhood Shopping Area (NSA1/NSA2/NSA5) Zone TO a Neighbourhood Shopping Area Special Provision (NSA1/NSA2/NSA4()/NSA5) Zone;

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, 2020, which encourages the regeneration of settlement areas by accommodating employment to meet long-term needs. The amendment also supports long-term economic prosperity by promoting economic development that takes into account the needs of existing and future businesses;
- the recommended amendment conforms to the in-force polices of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node designation;
- the recommended amendment conforms to the in-force polices of The London Plan, including but not limited to the Shopping Area Place Type; and,
- the recommendation amendment implements an appropriate intensity for the site which is compatible with the surrounding area and facilitates the viability of the commercial area for current and future uses. (2021-D09)

Motion Passed

18. (3.4) 1146-1156 Byron Baseline Road (SPA21-009)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by 21816121 Ontario Inc., relating to the property located at 1146-1156 Byron Baseline Road:

a) the Approval Authority BE ADVISED that issues were raised relating to the development agreement at the public meeting with respect to the application for Site Plan Approval to facilitate the construction of the proposed residential development; and,

b) the Approval Authority BE ADVISED that Council expressed concerns with respect to the Site Plan Application relating to the following:

- the proximity of the proposed three storey building to the neighbouring properties;

- potential lighting impacts on neighbouring properties;
- privacy; and,
- parking concerns;

c) the Approval Authority BE ADVISED that Council supports the Site Plan Application;

it being pointed out that the Planning and Environment Committee reviewed and received the staff presentation with respect to these matters;

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 Site Plan, as proposed, is consistent with the Provincial Policy Statement, 2020, as it provides for development within an existing settlement area and provides for an appropriate range of residential uses within the neighbourhood;
- the proposed Site Plan conforms to the policies of the Neighbourhoods Place Type and all other applicable policies of The London Plan;
- the proposed Site Plan conforms to the policies of the Low Density Residential designation of the 1989 Official Plan;
- the proposed Site Plan conforms to the regulations of the Z.-1 Zoning By-law; and,
- the proposed Site Plan meets the requirements of the Site Plan Control By-law. (2021-D11)

Motion Passed

19. (4.1) 183 and 197 Ann Street

Motion made by: P. Squire

That the request for delegation status with respect to the heritage and planning applications relating to the properties located at 183 and 197 Anne Street BE REFERRED to the public participation meeting to be held at a future meeting of the Planning and Environment Committee regarding these matters;

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

- a request for delegation status from A-M. Valastro;
- the evaluation of Cultural Heritage Value or Interest for the property located at 183 Ann Street;
- the evaluation of Cultural Heritage Value or Interest for the property located at 179 Ann Street; and,
- a request for delegation status dated June 17, 2021, from A Soufan, York Developments. (2021-R01)

Motion Passed

20. (4.2) 5th Report of the Advisory Committee on the Environment

Motion made by: P. Squire

That, the following actions be taken with respect to the 5th Report of the Advisory Committee on the Environment, from its meeting held on June 2, 2021:

a) clause 2.1 BE REFERRED to the Civic Administration for consideration; it being noted that clause 2.1 reads as follows:

"That the City of London Municipal Council BE ASKED to request that the Government of Ontario place an interim cap of 2.5 megatonnes per year on the greenhouse gas pollution from Ontario's gas-fired power plants and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to help Ontario and the City of London meet their climate targets; it being noted that 28 other municipalities have previously made this request of the provincial government; it being further noted that the presentation, as appended to the Agenda and a verbal delegation from J. Gibbons, Ontario Clean Air Alliance, with respect to Ontario's Growing Climate Crisis, were received."; and,

b) clauses 1.1, 3.1 to 3.4, inclusive, 4.1 and 4.2, inclusive, BE RECEIVED for information.

Motion Passed

21. (4.3) 6th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That the following actions be taken with respect to the 6th Report of the London Advisory Committee on Heritage, from its meeting held on June 9, 2021:

a) the following actions be taken with respect to the Arva Pumping Station to the Notice of Study Commencement and Resident Townhall, dated June 5, 2021, from S. Romano, City of London and J. Haasen, AECOM Canada Ltd., the Final Report, dated April 2021, from AECOM Canada Ltd., the Cultural Heritage Report, dated May 2021, from AECOM Canada Ltd. and the presentation, dated June 9, 2021, from T. Jenkins, AECOM Canada Ltd., related to the Huron Street Transmission Main Municipal Class Environmental Assessment Master Plan:

- i) the Civic Administration BE ADVISED that the London Advisory Committee on the Heritage supports the cultural heritage mitigation measures presented in the above-noted documents; and,
- ii) the above-noted documents and the verbal presentation from T. Jenkins, AECOM Canada Ltd., BE RECEIVED;

b) the following actions be taken with respect to the Notice of Planning Application, dated May 19, 2021, from I. de Ceuster, Planner I, with respect to a Zoning By-law Amendment, related to the property located at 496 Dundas Street and the Heritage Impact Assessment, dated December 15, 2020, from MHBC with respect to the property located at 496 Dundas Street:

- i) I. de Ceuster, Planner I, BE ADVISED that the London Advisory Committee on Heritage is satisfied with the research, assessment and conclusion of the above-noted Heritage Impact Assessment (HIA) for the property located at 496 Dundas Street and supports the mitigation and conservation recommendations within the HIA; and,
- ii) the above-noted documents BE RECEIVED;

c) the following actions be taken with respect to the Public Meeting Notice, dated May 12, 2021, from B. Debbert, Senior Planner, with

respect to a Zoning By-law Amendment related to the properties located at 1634-1656 Hyde Park Road and other properties:

- i) B. Debbert, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage believes that this project is a good example of heritage conservation as part of a development application; and,
- ii) the above-noted Public Meeting Notice, BE RECEIVED;

d) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act, seeking retroactive approval for the removal and replacement of the windows and front door on the heritage designated property located at 827 Elias Street, within the Old East Heritage Conservation District, BE REFUSED;

e) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval and retroactive approval for alterations to the heritage designated property located at 330 St James Street, in the Bishop Hellmuth Heritage Conservation District, BE PERMITTED with the following terms and conditions:

- the porch skirt be painted to minimize the plastic and faux wood appearance of the material;
- the property owner be encouraged to plant and maintain vegetation, such as coniferous shrubs, to minimize the visibility of the porch skirt; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

f) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 33 of the Ontario Heritage Act, seeking approval to alter the heritage designated property located at 2096 Wonderland Road North BE PERMITTED with the following terms and conditions:

- prior to any alteration or construction, full documentation of the building including photo-documentation and a set of as-built drawings be provided to the City;
- prior to any alteration or construction, Heritage Planning Staff be consulted and the following details be provided:

- o double hung vinyl replacement windows with simulated divided lites to be installed throughout, and replicate current muntin patterning;

- o vinyl replacement entry door surround with simulated divided lites to be installed, and replicate current surround details and muntin patterning; and,

- o proposed fieldstone finish for the exterior surface of exposed new concrete foundation walls and on the new concrete entry porch and steps;

- prior to building permit approval, an addendum to the Conservation Plan be submitted, to the satisfaction of the City, which includes:

- o a monitoring program; and,

- o a detailed strategy to conserve the chimneys;

- direction be given to the Site Plan Approval Authority that the following clauses be added to the Development Agreement (DA) for Site Plan Approval (SPA20-022):

o during pre-construction, construction, and post-construction activity, the assessment, stabilization, bracing, and monitoring of the building must be consistent with the Conservation Plan prepared by a+LiNK Architecture Inc. (dated March 26, 2021);

o if the building or any of the identified heritage attributes are accidentally damaged during the raising and final setting onto the new foundation, or during ongoing construction of the surrounding townhouse development, construction will cease immediately, and the City will be notified; qualified experts will be contacted to conduct an assessment of the damage and determine an appropriate course of action; damaged heritage attributes will be assessed to determine if repairs can be made; if repairs are possible, the applicant will retain, at their cost, the appropriate professionals to conduct repairs; if repairs to damaged heritage attributes are not possible, the applicant will replace the heritage attribute in kind, at their cost, based on information contained in the as-built drawings and photographs; if irreparable damage is done to the building or heritage attributes, such that none can be salvaged, the applicant will reconstruct the building with sympathetic materials; this shall include using salvaged buff bricks or appropriate new materials from other sources and reconstructing heritage attributes identified in the designating by-law; reconstruction will be based on the as-built drawings and photographs of the building and heritage attributes; should this situation occur, reconstruction plans will be prepared for the City's review and approval; and,

o the applicant will provide the City with a security in the form of an irrevocable Letter of Credit, in order to secure the applicant's obligations related to the heritage alteration permit (HAP21-031-L); the amount of the Letter of Credit is the full estimated cost for raising and holding the building, demolition of the existing foundation and construction of the new foundation; the Letter of Credit will be released when the applicant has completed the work outlined in the heritage alteration permit to the satisfaction of the City; and,

- the Heritage Alteration Permit shall be displayed in a location visible from the street until the work is completed;

it being noted that the London Advisory Committee on Heritage (LACH) appreciates the efforts of the developer and the City of London staff to come to a solution for this project and the LACH supports the reuse of materials of the existing property in the new development; and,

g) clauses 1.1, 3.1 to 3.7, inclusive, 3.9, 4.1 and 5.4 BE RECEIVED for information.

Motion Passed

22. (5.1) 5th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That, the following actions be taken with respect to the 5th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on June 17, 2021:

a) the following recommendations of the Environmental and Ecological Planning Advisory Committee, with respect to the Advisory Committee Review and draft Terms of Reference Report

dated May 17, 2021, BE PROVIDED to the Governance Working Group for consideration:

- i) the reduction in membership to 19 is supported;
- ii) quorum as a requirement for committee business be maintained;
- iii) the existing Terms of Reference be maintained with one alteration highlighted below:

Add to the existing mandate:

“to provide advice on any global (e.g. climate change), regional or local issue related to the long-term sustainability of the Natural Heritage System.”;

- iv) the existing name be maintained;
- v) as the technical expertise needed is sometimes hard to obtain, term limits may not be suitable; this could be addressed by one or more of the following:

- A) no term limits;
- B) three council cycles (12 year limit); and,
- C) current limit be continued but extensions be permitted on the advice of the Chair;

- vi) given the specialized knowledge required for membership:

A) the City be asked to circulate application information to the relevant Department Chairs at Western University and Course Coordinators at Fanshawe. The Chair and Vice Chair can provide assistance in identifying the appropriate contacts; and,

B) the information circulated include a contact name from EEPAC so that potential applicants can ask questions about membership prior to applying;

- vii) in the selection process, consideration be given to asking the current Chair and Vice Chair for assistance;

b) the Arva Pumping Station Working Group comments, appended to the Environmental and Ecological Planning Advisory Committee Agenda, BE FORWARDED to the Civic Administration for consideration; and,

c) a Working Group BE ESTABLISHED consisting of A. Boyer, S. Hall, B. Krichker, K. Moser, B. Samuels and I. Whiteside, with respect to the Climate Emergency Action Plan; it being noted that the Environmental and Ecological Planning Advisory Committee reviewed and received the Discussion Primer for the Climate Emergency Action Plan - 2020; and,

d) clauses 1.1, 2.1 BE RECEIVED for information.

Motion Passed

14. (2.2) Memorandum of Understanding for Development and/or Planning Act Application Review Between the City of London and UTRCA

Motion made by: P. Squire

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to updating the Memorandum of Understanding between The Corporation of the City of London and the Upper Thames Conservation Authority with respect to processes undertaken by both parties in the review of Planning Act applications:

a) the proposed updated Memorandum of Understanding (MOU) between The Corporation of the City of London and the Upper Thames River Conservation Authority BE APPROVED substantially in the form appended to the staff report dated June 21, 2021 as Appendix "A";

b) subject to the approval of a) above, the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary to finalize the MOU noted in a) above, including, potential revisions resulting from discussions between the two parties that relate to improved level of service that reduces duplication of actions and incorporates the pillars of continuous improvement; and,

c) subject to the approval of a) and b) above, the Deputy City Manager, Planning and Economic Development BE DELEGATED the authority to execute the final MOU noted in a) above, and make any further revisions that may be necessary to reflect legislative and/or regulation changes and amendments in response to Municipal Council's direction on planning related matters, or to recognize resource constraints. (2021-E20)

At 4:21 PM, Councillor S. Turner enters the meeting.

Motion made by: A. Hopkins

Seconded by: E. Peloza

That Item 2.2 of the 10th Report of the Planning and Environment Committee BE AMENDED by adding the following new part d):

d) the Civic Administration BE DIRECTED to bring forward the final DMOU to a future meeting of the Planning and Environment Committee.

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

Nays: (1): P. Squire

Absent: (1): M. van Holst

Motion Passed (13 to 1)

Motion made by: P. Squire

Seconded by: M. Cassidy

That Item 14, clause 2.2, as amended BE APPROVED.

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

Nays: (1): A. Hopkins

Absent: (1): M. van Holst

Motion Passed (13 to 1)

Item 14, clause 2.2, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to updating the Memorandum of Understanding between The Corporation of the City of London and the Upper Thames

Conservation Authority with respect to processes undertaken by both parties in the review of Planning Act applications:

a) the proposed updated Memorandum of Understanding (MOU) between The Corporation of the City of London and the Upper Thames River Conservation Authority BE APPROVED substantially in the form appended to the staff report dated June 21, 2021 as Appendix "A";

b) subject to the approval of a) above, the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary to finalize the MOU noted in a) above, including, potential revisions resulting from discussions between the two parties that relate to improved level of service that reduces duplication of actions and incorporates the pillars of continuous improvement;

c) subject to the approval of a) and b) above, the Deputy City Manager, Planning and Economic Development BE DELEGATED the authority to execute the final MOU noted in a) above, and make any further revisions that may be necessary to reflect legislative and/or regulation changes and amendments in response to Municipal Council's direction on planning related matters, or to recognize resource constraints; and,

d) the Civic Administration BE DIRECTED to bring forward the final DMOU to a future meeting of the Planning and Environment Committee. (2021-E20)

16. (3.2) 193 Queens Avenue (Z-9327) (Relates to Bill No. 302)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with respect to the application of Farhi Holdings Corporation, relating to the property located at 193 Queens Avenue, the proposed by-law appended to the staff report dated June 21, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property from a Holding Downtown Area (h-3*DA1*D350) Zone and a Holding Downtown Area (h-3*DA2*D350) Zone TO a Holding Downtown Area/Temporary (h-3*DA1*D350/T-_) Zone and a Holding Downtown Area/Temporary (h-3*DA2*D350/T-_) Zone;

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 PPS, 2020 as it ensures that sufficient parking is provided in the Downtown, promoting economic development by supporting existing economic activities and businesses that currently rely on this parking supply for workers;
- the recommended amendment conforms to the 1989 Official Plan, including but not limited to, the Temporary Use By-law Policies;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to, the Temporary Use Provisions;
- the recommended Temporary Use (T-_) Zone does not compromise the ability to achieve the long-term goals of Our Move

Forward: London's Downtown Plan;

- the recommended amendment is appropriate to help maintain an adequate supply of parking to service businesses in the Downtown pending the gradual transition away from the use of surface commercial parking lots as transit ridership increases and as alternative parking spaces are provided;
- the recommended amendment supports the intent of the Downtown Parking Strategy; and,
- the parking lot has existed for several years and has achieved a measure of compatibility with the surrounding land uses. (2021-D09)

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

Nays: (4): A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Absent: (1): M. van Holst

Motion Passed (10 to 4)

8.5 10th Report of the Community and Protective Services Committee

Motion made by: S. Hillier

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

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Hillier

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 5th Report of the Accessibility Advisory Committee

Motion made by: S. Hillier

That the following actions be taken with respect to the 5th Report of the Accessibility Advisory Committee, from its meeting held on May 27, 2021:

- a) R. Wilcox, Director, Strategy and Innovation BE ADVISED that N. Judges, D. Ruston and K. Pereyaslavskaya have been appointed by the Accessibility Advisory Committee to sit on the Safe Cities London Advisory Committee; and,
- b) clauses 1.1, 2.1 to 2.3, 3.1 to 3.6 and 5.2 BE RECEIVED.

Motion Passed

3. (2.2) 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: S. Hillier

That the 2nd Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee (DIAAC), from its meeting held on May 20, 2021, BE RECEIVED; it being noted that this Report and all future reports of the DIAAC will be considered by the Strategic Priorities and Policy Committee.

Motion Passed

4. (2.3) Single Source SS21-27 Procurement of Learn to Swim, Lifeguard Qualifications, Literature and Associated Fees

Motion made by: S. Hillier

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated June 22, 2021, related to the Single Source Procurement SS21-27 for Procurement of Learn to Swim, Lifeguard Qualifications, Literature and Associated Fees:

- a) the proposal from Lifesaving Society, 400 Consumers Road, Toronto, ON, for the provision of Learn to Swim Programs and Lifesaving Certification for the City of London, at an estimated annual purchase value of \$87,000 (HST excluded), for a five (5) year period BE ACCEPTED; it being noted that this is a single source contract as per the Procurement of Goods and Services Policy Section 14.4 e), as the required goods and/or services are being supplied by a particular supplier(s) having specialized knowledge, skills, expertise or experience in the provision of the service;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- c) the approval and authorization provided for in a) and b) above, 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. (2021-R05C)

Motion Passed

5. (2.4) Property Standards Related Demolition (Relates to Bill No. 294)

Motion made by: S. Hillier

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated June 22, 2021, BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021, to approve the demolition of an abandoned building at the municipal address of 120 Weston Street, City of London; it being noted that the property shall be cleared of all identified 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-P10D)

Motion Passed

6. (2.5) Single Source Approval – Open Space Solutions Incorporated

Motion made by: S. Hillier

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated June 22, 2021, related to a Single Source Approval for Open Space Solutions Incorporated:

- a) the contract for the construction of the play area in South-west Optimist District Park BE AWARDED to Open Space Solutions Incorporated, 1561 Moser-Young Road, Wellesley, ON, as a single source procurement (SS21-30) with a total value of \$186,868.74 plus HST, in accordance with Sections 14.4 (e), and (i) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for the 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 approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-R04)

Motion Passed

7. (2.6) Homeless Prevention COVID-19 Response (SSRF Phase 3) – Single Source Procurement (SS21-29)

Motion made by: S. Hillier

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated June 22, 2021, related to the Homeless Prevention COVID-19 Response (SSRF Phase 3) for a Single Source Procurement (SS21-29), as per The Corporation of the City of London Procurement Policy Section 14.5 a. ii, requiring Committee and City Council approval for single source procurements greater than \$50,000:

- a) extensions to the existing Purchase of Service Agreements BE APPROVED as set out in the Housing Stability Services COVID-19 Response Allocations, as appended to the above-noted staff report, with a combined total funding amount of \$2,658,850 in 2021-2022 to provide a COVID-19 Response, and additional Housing and Support Services;
- b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,
- c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into and/or amending Purchase of Service Agreements with the Agencies outlined in Schedule 1 of this report. (2021-S14/S08)

Motion Passed

8. (2.7) London Homeless Prevention Housing Allowance Program – Single Source Procurement (#SS 21-36)

Motion made by: S. Hillier

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following action be taken with respect to the staff report dated June 22, 2021, related to the London Homeless Prevention Housing Allowance Program for a Single Source Procurement (#SS 21-36):

- a) the funding increase to the existing Municipal Purchase of Service Agreement with St. Leonard's Community Services BE APPROVED, at a total estimated increase of \$381,000 (excluding HST), for the period of August 1, 2021 to December 31, 2021 to administer London's Homeless Prevention Housing Allowances, as per The Corporation of the City of London Procurement Policy Section 20.3.e.ii, requiring City Council approval for contract amendments greater than \$50,000 and where funds are available; and,
- b) single source approval for administration of London Homeless Prevention Allowances BE APPROVED with London Cares Homeless Response Services (London Cares), at a total estimated cost of up to \$63,000 (excluding HST), for a period between August 1, 2021 to December 31, 2021 to administer London's Homeless Prevention Housing Allowances, as per The Corporation of the City of London Procurement Policy Section 14.4 for Single Source approval. (2021-S14)

Motion Passed

9. (3.1) Strategy for High Acuity Homelessness

Motion made by: S. Hillier

That the presentation, as appended to the Agenda, and the verbal delegation from S. Campbell, Ark Aid Mission, with respect to homes for those who have been deprived of housing and the importance of low-barrier options for stabilization and moving towards home, BE RECEIVED. (2021-S14)

Motion Passed

10. (4.1) 5th Report of the Animal Welfare Advisory Committee

Motion made by: S. Hillier

That the following actions be taken with respect to the 5th Report of the Animal Welfare Advisory Committee, from its meeting held on June 3, 2021:

- a) the following actions be taken with respect to the Sub-Committee Update:
 - i) the ~~attached~~ document, with respect to the proposal to limit the number of animals in foster homes, BE FORWARDED to Civic Administration for their review and consideration; and,
 - ii) E. Williamson, Ecologist, BE INVITED to a future Animal Welfare Advisory Committee meeting to provide information with respect to the City of London's Bird Friendly Designation; and,
- b) clauses 1.1, 2.1, 2.2, 4.1 and 4.2 BE RECEIVED.

Motion Passed

11. (4.2) School Planning

Motion made by: S. Hillier

That the Civic Administration BE DIRECTED to provide an information report at a future meeting of the Community and Protective Services Committee with respect to the roles and responsibilities of the local school boards and how the City of London interacts with the boards related to the items listed in the communication, as appended to the Agenda, from Councillors S. Lewis and P. Squire; it being noted that the above-noted communication, with respect to this matter, was received. (2021-S13)

Motion Passed

12. (4.3) London's Climate Emergency Declaration - Fireworks - REQUEST FOR DELEGATION STATUS

Motion made by: S. Hillier

That the communication from R. Amendola, as appended to the Agenda, and a verbal delegation from R. Amendola with respect to London's Climate Emergency Declaration and Fireworks, BE RECEIVED. (2021-E00)

Motion Passed

13. (5.1) Deferred Matters List

Motion made by: S. Hillier

That the Deferred Matters List for the Community and Protective Services Committee, as at June 14, 2021, BE RECEIVED.

Motion Passed

8.6 10th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 10th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding Item 6 (3.3).

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

Absent: (1): M. van Holst

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

2. (2.1) London Economic Development Corporation Activity Update 2020

Motion made by: J. Morgan

That the London Economic Development Corporation Activity Update 2020 BE RECEIVED for information.

Motion Passed

3. (2.2) London Community Grants Program Innovation and Capital Funding Allocations (2021)

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the report dated June 23, 2021, titled "London Community Grants Program Innovation and Capital Funding Allocations (2021)", BE RECEIVED for information.

Motion Passed

4. (3.1) Housing Development Corporation, London - 2020 Annual General Meeting of the Shareholder Annual Resolutions

Motion made by: J. Morgan

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

a) the presentation by S. Giustizia, President and CEO, Housing Development Corporation, London BE RECEIVED;

b) the financial statements of the Housing Development Corporation, London year ended December 31, 2020 BE RECEIVED; and,

c) the staff report dated May 11, 2021 titled "Housing Stability for All Plan 2020 Update and Priorities for 2021" BE RECEIVED.

Motion Passed

5. (3.2) London Hydro Inc. - 2020 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 292)

Motion made by: J. Morgan

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

a) the by-law appended to the staff report dated June 23, 2021 entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc.", BE INTRODUCED at the Municipal Council meeting to be held July 6, 2021; it being noted that the by-law will include an appointment for only one "Third Class" Director, A. Hrymak; and

b) the consideration of the remaining Third Class Director vacancy BE REFERRED to the Corporate Services Committee, in order to consider applications (following a call for applications), conduct interviews, and make a recommendation to the Strategic Priorities and Policy Committee, as the Shareholder.

Motion Passed

7. (4.1) 3rd Report of the Governance Working Group

Motion made by: J. Morgan

That the following actions be taken with respect to the 3rd Report of the Governance Working Group from its meeting held on May 17, 2021:

a) on the recommendation of the City Clerk, the following actions be taken with respect to the Advisory Committee Review:

- i) the report dated May 17, 2021 entitled Advisory Committee Review - Interim Report VI", BE RECEIVED; and,
- ii) the Civic Administration BE DIRECTED to report back to a future meeting of the Governance Working Group with respect to the feedback related to the draft Terms of Reference appended as Appendix A to the above-noted staff report; and,

b) clause 1.1 BE RECEIVED.

Motion Passed

8. (4.2) Strategy for Core Area Land and Vacant Buildings - Councillor M. Cassidy

Motion made by: J. Morgan

That the Civic Administration BE DIRECTED to report back on a proposed strategy that sets out potential tools that may assist in reducing core area land and building vacancy, including, but not limited to:

a) a review of existing incentive programs and any recommended changes to them;

b) a review of existing planning processes / permissions and any recommended changes that would allow for the conversion of vacant commercial/industrial land/space into residential, including affordable housing;

c) an assessment of the related strategies in Our Move Forward – London’s Downtown Plan, and the Downtown Parking Strategy for any recommended updates or changes;

d) any recommendations that build on the Core Area Action Plan to support increased safety and security of person and property in the core area; and,

e) an assessment of how a new strategy could be integrated with the work of the London Community Recovery Network.

Motion Passed

9. (4.3) Confirmation of Appointment to the Hamilton Road Business Improvement Area

Motion made by: J. Morgan

That, Mark Simpson BE APPOINTED to the Hamilton Road Business Improvement Area for the term ending November 15, 2022.

Motion Passed

10. (4.4) Consideration of Appointment to Eldon House (Requires 1 Voting Member)

Motion made by: J. Morgan

That Megan Halliday BE APPOINTED to Eldon House Board of Directors for the term ending November 15, 2022.

Motion Passed

11. (4.5) Consideration of Appointment to the Lower Thames Valley Conservation Authority (Requires 1 Voting Member)

Motion made by: J. Morgan

That JJ Strybosch BE APPOINTED to the Lower Thames Valley Conservation Authority for the term ending November 15, 2022.

Motion Passed

6. (3.3) London & Middlesex Community Housing - 2020 Annual General Meeting of the Shareholder Annual Resolutions (Relates to Bill No. 293)

Motion made by: J. Morgan

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

a) the presentation from London & Middlesex Community Housing Inc. BE RECEIVED;

b) the proposed by-law appended to the staff report dated June 23, 2021 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.", BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to:

i) ratify and confirm the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.; and,
ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.;

c) London & Middlesex Community Housing Inc. Audit Findings Report for the year ended December 31, 2020 BE RECEIVED;

d) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2020 BE RECEIVED; and

e) the following BE APPOINTED to the London & Middlesex Community Housing Inc.:

Aynsley Anderson, term ending December 31, 2021 (First Class);
John Millson, term ending December 31, 2021 (First Class);
Tammy Brooks (Tenant) and Shellie Chowns, term ending
December 31, 2024 (Second Class);
Maria Manno (Tenant) and Gary Bezaire, term ending December
31, 2025 (Third Class);
Michael van Holst and Phil Squire, City of London, and Adrian
Cornelissen, County of Middlesex, term ending with the term of
Municipal Council (Fourth Class);

it being noted that the Strategic Priorities and Policy Committee received a communication from R. Wilcox, Vice-Chair, Board of Directors, London & Middlesex Community Housing with respect to this matter.

Motion made by: J. Morgan

The motion to approve clause 3.3, excluding the Council Member appointments included in part e) is put, as follows:

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

a) the presentation from London & Middlesex Community Housing Inc. BE RECEIVED;

b) the proposed by-law appended to the staff report dated June 23, 2021 as Appendix "A" entitled "A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc.", BE INTRODUCED at the Municipal Council meeting to be held on July 6, 2021 to:

i) ratify and confirm the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.; and,

ii) authorize the Mayor and the City Clerk to execute the Annual Resolution of the Shareholder of London & Middlesex Community Housing Inc.;

c) London & Middlesex Community Housing Inc. Audit Findings Report for the year ended December 31, 2020 BE RECEIVED;

d) the financial statements of the London & Middlesex Community Housing Inc. year ended December 31, 2020 BE RECEIVED; and

e) the following BE APPOINTED to the London & Middlesex Community Housing Inc.:

Aynsley Anderson, term ending December 31, 2021 (First Class);
John Millson, term ending December 31, 2021 (First Class);
Tammy Brooks (Tenant) and Shellie Chowns, term ending
December 31, 2024 (Second Class);
Maria Manno (Tenant) and Gary Bezaire, term ending December
31, 2025 (Third Class);
Adrian Cornelissen, County of Middlesex, term ending with the term
of Municipal Council (Fourth Class);

it being noted that the Strategic Priorities and Policy Committee received a communication from R. Wilcox, Vice-Chair, Board of

Directors, London & Middlesex Community Housing with respect to this matter.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

Motion made by: J. Morgan

The motion to approve the Councillor Members appointments included in part e) is put, as follows:

e) the following BE APPOINTED to the London & Middlesex Community Housing Inc.:

Michael van Holst and Phil Squire, City of London, term ending with the term of Municipal Council (Fourth Class);

Motion made by: J. Helmer

Seconded by: A. Hopkins

That the City of London Elected Official appointments to the London & Middlesex London Community Housing Board of Directors BE REFERRED to the next meeting of the Strategic Priorities and Policy Committee for consideration.

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

Nays: (7): Mayor E. Holder, S. Lewis, P. Squire, J. Morgan, S. Lehman, P. Van Meerbergen, and E. Pelozza

Absent: (1): M. van Holst

Motion Failed (7 to 7)

Pursuant to section 12.3 of the Council Procedure By-law, a separate vote on each of the individual Council Members to be appointed is requested.

Motion made by: J. Morgan

That the following appointment be approved:

e) the following BE APPOINTED to the London & Middlesex Community Housing Inc.:

Michael van Holst, City of London, term ending with the term of Municipal Council (Fourth Class);

Yeas: (6): Mayor E. Holder, S. Lewis, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Nays: (8): M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, E. Pelozza, and A. Kayabaga

Absent: (1): M. van Holst

Motion Failed (6 to 8)

Motion made by: J. Morgan

That the following appointments be approved:

e) the following BE APPOINTED to the London & Middlesex Community Housing Inc.:

Phil Squire, City of London, term ending with the term of Municipal Council (Fourth Class);

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

Nays: (2): J. Helmer, and A. Hopkins

Absent: (1): M. van Holst

Motion Passed (12 to 2)

Motion made by: J. Morgan

Seconded by: S. Lehman

That consideration of the City of London Council Member vacancy on the London Middlesex Housing Board BE REFERRED to the next meeting of the SPPC.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

8.7 2nd Report of the Audit Committee

At 5:34 PM, His Worship the Mayor places Councillor J. Morgan in the Chair.

At 5:35 PM, His Worship the Mayor resumes the Chair.

Motion made by: J. Morgan

That the 2nd Report of the Audit Committee BE APPROVED.

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

Absent: (1): M. van Holst

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

2. (4.1) 2020 Financial Audit

Motion made by: J. Morgan

That the following actions be taken:

a) the 2020 Financial Report of The Corporation of the City of London, BE RECEIVED, it being noted that the Audit Committee received a presentation from the Director, Financial Services with respect to this matter; and,

b) the Audit Findings Report 2020 as prepared by KPMG for the year ending December 31, 2020, BE RECEIVED, it being noted that the Audit Committee received a presentation from KPMG with respect to this matter.

Motion Passed

3. (4.2) Request for Proposal Internal Audit Services

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Finance Supports the following actions be taken with respect to internal audit services:

a) the report dated June 16, 2021 titled "Request for Proposal Internal Audit Services" which outlines the scope of work including timelines and general parameters included in the Request for Proposal (RFP) for internal audit services BE RECEIVED;

b) the striking of an Internal Audit Services Evaluation Committee BE APPROVED consisting of: Audit Committee Chair; Audit Committee Vice Chair; a representative from the City Manager's office and from the Finance Supports Service Area; Deputy City Manager, Finance Supports; with support by appropriate members of the Civic Administration including Purchasing & Supply; and,

c) the City Clerk BE DIRECTED to establish an additional meeting of the Audit Committee in October 2021 to complete the RFP evaluation process.

Motion Passed

4. (4.3) Internal Audit Summary Update

Motion made by: J. Morgan

That the communication dated June 16, 2021, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

Motion Passed

5. (4.4) Internal Audit Dashboard as at June 4, 2021

Motion made by: J. Morgan

That the communication from Deloitte, regarding the internal audit dashboard as of June 4, 2021, BE RECEIVED.

Motion Passed

6. (4.5) Revised Internal Audit Plan - 2021

Motion made by: J. Morgan

That the Revised Internal Audit Plan - FY 2021 from Deloitte dated June 16, 2021, BE APPROVED.

Motion Passed

7. (4.6) Audit Committee Observation Summary as at June 4, 2021

Motion made by: J. Morgan

That the revised attached Observation Summary from Deloitte, as of June 15, 2021, BE RECEIVED.

Motion Passed

10. Deferred Matters

None.

11. Enquiries

Councillor S. Turner enquires with respect to an update on why the family swim pass was cancelled this year and if any measures are being considered to ensure recreational swimming is affordable and accessible for families this summer? The Deputy City Manager, Neighbourhood and Community-Wide Services provides information to the Council with respect to this matter.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lehman

Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No's 292, 294 to 303, excluding Bill No. 302, BE APPROVED.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

Motion made by: E. Pelosa

Seconded by: M. Cassidy

That Second Reading of Bill No's 292, 294 to 303, excluding Bill No. 302, BE APPROVED.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

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

That Third Reading and Enactment of Bill No's. 292, 294 to 303, excluding Bill No. 302, BE APPROVED.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

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

That Introduction and First Reading of the revised Bill No. 293 BE APPROVED.

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

Nays: (1): A. Hopkins

Absent: (1): M. van Holst

Motion Passed (13 to 1)

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

That Second Reading of the revised Bill No. 293 BE APPROVED.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

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

That Third Reading and Enactment of the revised Bill No. 293 BE APPROVED.

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

Absent: (1): M. van Holst

Motion Passed (14 to 0)

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

That Introduction and First Reading of Bill No. 302 BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Peloz

Absent: (1): M. van Holst

Motion Passed (11 to 3)

Motion made by: P. Van Meerbergen

Seconded by: S. Lehman

That Second Reading of Bill No. 302 BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Peloz

Absent: (1): M. van Holst

Motion Passed (11 to 3)

Motion made by: S. Lewis

Seconded by: S. Hillier

That Third Reading and Enactment of Bill No. 302 BE APPROVED.

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

Nays: (3): A. Hopkins, S. Turner, and E. Peloz

Absent: (1): M. van Holst

Motion Passed (11 to 3)

4. Council, In Closed Session

Motion made by: E. Peloz

Seconded by: S. Hillier

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

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/11/CSC)

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

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

negotiations carried on or to be carried on by or on behalf of the municipality.
(6.2/11/CSC)

4.3 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.
(6.3/11/CSC)

4.4 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.
(6.4/11/CSC)

4.5 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.
(6.5/11/CSC)

4.6 Solicitor-Client Privileged Advice / Litigation/Potential Litigation

A matter pertaining to advice subject to solicitor-client privilege, including communications necessary for that purpose, and advice with respect to litigation with respect to various personal injury and property damage claims against the City. (6.6/11/CSC)

4.7 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.7/11/CSC)

4.8 Personal Matters/Identifiable Individual

A matter pertaining to an identifiable individual; employment-related matters; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.8/11/CSC)

4.9 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual with respect to employment-related matters and advice and recommendations of officers and employees of the Corporation including communications necessary for that purpose. (6.1/12/CSC)

4.10 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. (6.1/10/CPSC)

4.11 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. (6.2/10/CPSC)

Motion Passed

The Council rises and convenes In Closed Session at 5:50 PM, with Mayor E. Holder in the Chair and all Members participating, except Councillor M. van Holst.

At 6:05 PM, Councillor S. Turner leaves the meeting.

At 6:09 PM, Councillor S. Turner enters the meeting.

At 6:12 PM, Councillor S. Hillier leaves the meeting.

9. Added Reports

9.1 10th Report of Council in Closed Session

Motion made by: J. Morgan

Seconded by: S. Lehman

That Items 1, 2, 6 and 7 of the 10th Report of the Council, In Closed Session, BE APPROVED:

1. Offer to Purchase Industrial Land - 2842613 Ontario Ltd. - Innovation Park, Phase II

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 II, containing an area of approximately six acres, located on the west side of Innovation Drive, more specifically described as Part of Block 1, Plan 33M-592, designated as Parts 14 and 17, Plan 33R-20884, being Part of PIN 08197-0307, as outlined on the sketch attached hereto as Appendix "A", the Agreement of Purchase and Sale (the "Agreement"), attached as Appendix "B", submitted by 2842613 Ontario Ltd. (the "Purchaser") to purchase from the City, six acres of the subject property, at a purchase price of \$420,000.00 BE ACCEPTED, reflecting a sale price of \$70,000.00 per acre.

2. Industrial Land Sale, Option Agreement Amendment – Cakerie Holdings Limited Innovation Park, Phase I

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase I, containing an area of approximately 9.79 acres, on the west side of Veteran's Memorial Parkway, more specifically described as Parts 2, 3 and 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042, as outlined on the sketch attached hereto as Appendix "A", the Option Agreement Amendment (the "Agreement"), attached as Appendix "B", submitted by Cakerie Holdings, Ltd. (the "Purchaser") to purchase from

the City 9.79 acres of the subject property, at a purchase price of \$719,565.00 BE ACCEPTED, reflecting a sale price of \$73,500.00 per acre.

6. Lease Amending Agreement – Citi Plaza – 355 Wellington Street, Suite 248

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the Lease Amending Agreement for the lease of office space located at 355 Wellington Street, known as the Citi Plaza, the Lease Amending Agreement between the City and Citi Plaza London Inc. (the “Landlord”) attached as Appendix A, for lease of approximately 61,029 square feet of deemed rentable area, located at 355 Wellington Street, Suite 248, for a term of five (5) years BE APPROVED.

7. Lease Extension and Amending Agreement – 785 Wonderland Road South – Life Stabilization – West Office

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Social and Health Development and on the advice of the Director, Realty Services, with respect to the Lease Extension and Amending Agreement for the lease of office space at 785 Wonderland Road South, known as Westmount Shopping Centre, the Lease Extension and Amending Agreement between the City and 785 Wonderland Road Inc. (the “Landlord”) attached as Appendix A, for the lease of approximately 16,946 square feet of Rentable Area, located at 785 Wonderland Road South, at a net rent of \$19.00 per square foot for five (5) years BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: J. Morgan

Seconded by: S. Lewis

That Items 3 and 4 of the 10th Report of the Council, In Closed Session, BE APPROVED:

3. Property Acquisition – 166 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 166 Wellington Road, further described as Lot 1, Plan 467 (4th), Except Part 1, 33R-11032, being all of PIN 08358-0080 (LT), containing an area of approximately 7,028 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

a) the offer submitted by David Schleihauf and Nikesha Schleihauf (the “Vendor”), to sell the subject property to the City, for the sum of \$685,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement attached as Appendix “C”; and,

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

4. Property Acquisition – 178 Wellington Road – Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 178 Wellington Road, further described as Part of Lots 16, 17, 18 and 26, Plan 467 (4th), being all of PIN 08358-0084 (LT), containing an area of approximately 2,744.79 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Crystal Faith Miller and Robert Bruce Ryding (the “Vendor”), to sell the subject property to the City, for the sum of \$442,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, E. Peloza, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

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

Motion Passed (11 to 1)

Motion made by: J. Morgan

Seconded by: M. Cassidy

That item 5 of the 10th Report of the Council in Closed Session, BE APPROVED:

5 Partial Property Acquisition – 1349 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 Director, Realty Services, with respect to the acquisition of a portion of property from 1349 Southdale Road West, further described as Part Lot 79 WTR; London / Westminster, being part of PIN 08224-0301, designated as Parts 18 and 21 on a draft reference 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 Mary Maclean and Alfred Donald Maclean (the “Vendor”), to sell the subject property to the City, for the sum of \$132,600.00be 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”.

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

Nays: (1): S. Turner

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

Motion Passed (12 to 1)

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

That Introduction and First Reading of Bill No. 291 and Added Bill No.'s 304 to 311, excluding Bill No.'s 306, 307 and 308 BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: E. Pelozo
Seconded by: P. Van Meerbergen

That Second Reading of Reading of Bill No. 291 and Added Bill No.'s 304 to 311, excluding Bill No.'s 306, 307 and 308 BE APPROVED.

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

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

Motion Passed (13 to 0)

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

That Third Reading and Enactment of Reading of Bill No. 291, and Added Bill No.'s 304 to 311, excluding Bill No.'s 306, 307 and 308 BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: E. Pelozo
Seconded by: S. Hillier

That introduction and First Reading of Bill No.'s 306 and 307 BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, P. Squire, J. Morgan, S. Lehman, E. Pelozo, A. Kayabaga, and S. Hillier

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

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

Motion Passed (11 to 1)

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

That Second Reading of Bill No.'s 306 and 307 BE APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

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

Motion Passed (11 to 1)

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

That Third Reading and Enactment of Bill No.'s 306 and 307 BE
APPROVED.

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

Nays: (1): P. Van Meerbergen

Recuse: (1): S. Turner

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

Motion Passed (11 to 1)

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

That introduction and First Reading of Bill No. 308 BE APPROVED.

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

Nays: (1): S. Turner

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

Motion Passed (12 to 1)

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

That Second Reading of Bill No. 308 BE APPROVED.

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

Nays: (1): S. Turner

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

Motion Passed (12 to 1)

Motion made by: E. Pelozo

Seconded by: M. Cassidy

That Third Reading and Enactment of Bill No. 308 BE APPROVED.

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

Nays: (1): S. Turner

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

Motion Passed (12 to 1)

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

Bill	By-law
Bill No. 291	By-law No. A.-8133-199 - A by-law to confirm the proceedings of the Council Meeting held on the 6th day of July, 2021. (City Clerk)
Bill No. 292	By-law No. A.-8134-200 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London Hydro Inc. (3.2/10/SPPC)
Bill No. 293	By-law No. A.-8135-201 - A by-law to ratify and confirm the Annual Resolutions of the Shareholder of London & Middlesex Community Housing Inc. (3.3/10/SPPC)
Bill No. 294	By-law No. A.-8136-202 - A by-law to approve demolition of abandoned building with municipal address of 120 Weston Street under the Property Standards provisions of the Building Code Act. (2.4/10/CPSC)
Bill No. 295	By-law No. C.P.-1565-203 - A by-law to exempt from Part-Lot Control, lands located at 1620 Noah Bend, legally described as Block 95 in Registered Plan 33M-733. (2.11/10/PEC)
Bill No. 296	By-law No. L.S.P.-3492-204 - A by-law to authorize and approve an application to expropriate land in the City of London, in the County of Middlesex, for the Dingman Drive Improvements Project. (2.3/11/CSC)
Bill No. 297	By-law No. S.-6130-205 - A by-law to lay out, constitute, establish, and assume lands in the City of London as public highway. (as widening to Hamilton Road and Highbury Avenue North) (Chief Surveyor – for road widening purposes on Hamilton Road and Highbury Ave North, registered as ER1364107, pursuant to SPA20-094 and in accordance with Z.-1)
Bill No. 298	By-law No. W.-5658(a)-206 - A by-law to amend by-law No. W.-5658-89 entitled, “A by-law to authorize project TS1335 – Intersection – Sunningdale-Hyde Park Roundabout”. (2.3/8/CWC)
Bill No. 299	By-law No. W.-5677-207 - A by-law to authorize White Oak Upgrades – Exeter Road to 400m South (project TS1366) (2.5/8/CWC)
Bill No. 300	By-law No. Z.-1-212943 - A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 135 Villagewalk Boulevard. (2.12/10/PEC)
Bill No. 301	By-law No. Z.-1-212944 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 915-919 Commissioners Road East. (3.1/10/PEC)
Bill No. 302	By-law No. Z.-1-212945 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 193 Queens Avenue. (3.2/10/PEC)
Bill No. 303	By-law No. Z.-1-212946 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1810, 1820, 1840, and 1850 Adelaide Street North. (3.3/10/PEC)

Bill No. 304	By-law No. A.-8137-208 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2842613 Ontario Ltd. for the sale of the City owned industrial land, located on the west side of Innovation Drive, more specifically described as Part of Block 1, Plan 33M-592, designated as Parts 14 and 17, Plan 33R-20884, being Part of Pin 08197-0307, containing an area of approximately six acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/11/CSC)
Bill No. 305	By-law No. A.-8138-209 - A by-law to authorize and approve an Amended Option Agreement between The Corporation of the City of London and Cakerie Holdings, Ltd., for the option to purchase the City owned industrial land, located on the west side of Veteran's Memorial Parkway, more specifically described as Parts 2, 3 and 4, Plan 33R-17213, save and except Parts 1 and 2, Plan 33R-19042, containing an area of approximately 9.79 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/11/CSC)
Bill No. 306	By-law No. A.-8139-210 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and David Schleihauf and Nikesha Schleihauf for the acquisition of the property located at 166 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/11/CSC)
Bill No. 307	By-law No. A.-8140-211 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Crystal Faith Miller and Robert Bruce Ryding, for the acquisition of the property located at 178 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/11/CSC)
Bill No. 308	By-law No. A.-8141-212 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Mary Maclean and Alfred Donald Maclean for the acquisition of a portion of the property located at 1349 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. (6.5/11/CSC)
Bill No. 309	By-law No. A.-8142-213 - A by-law to authorize and approve a Lease Amending Agreement between The Corporation of the City of London and Citi Plaza London Inc., for the commercial space located at 355 Wellington Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/10/CPSC)

Bill No. 310	By-law No. A.-8143-214 - A by-law to authorize and approve a Lease Agreement between The Corporation of the City of London and 785 Wonderland Road Inc., for the Lease Extension and Amending Agreement of commercial space located at 785 Wonderland Road South, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/10/CPSC)
Bill No. 311	By-law No. A.-8144-215 - A by-law to appoint Jacqueline Davison as Deputy City Manager, Enterprise Supports. (6.1/12/CSC)

14. Adjournment

Motion made by: S. Lewis

Seconded by: P. Squire

That the meeting BE ADJOURNED.

Motion Passed

The meeting adjourns at 7:19 PM.

Ed Holder, Mayor

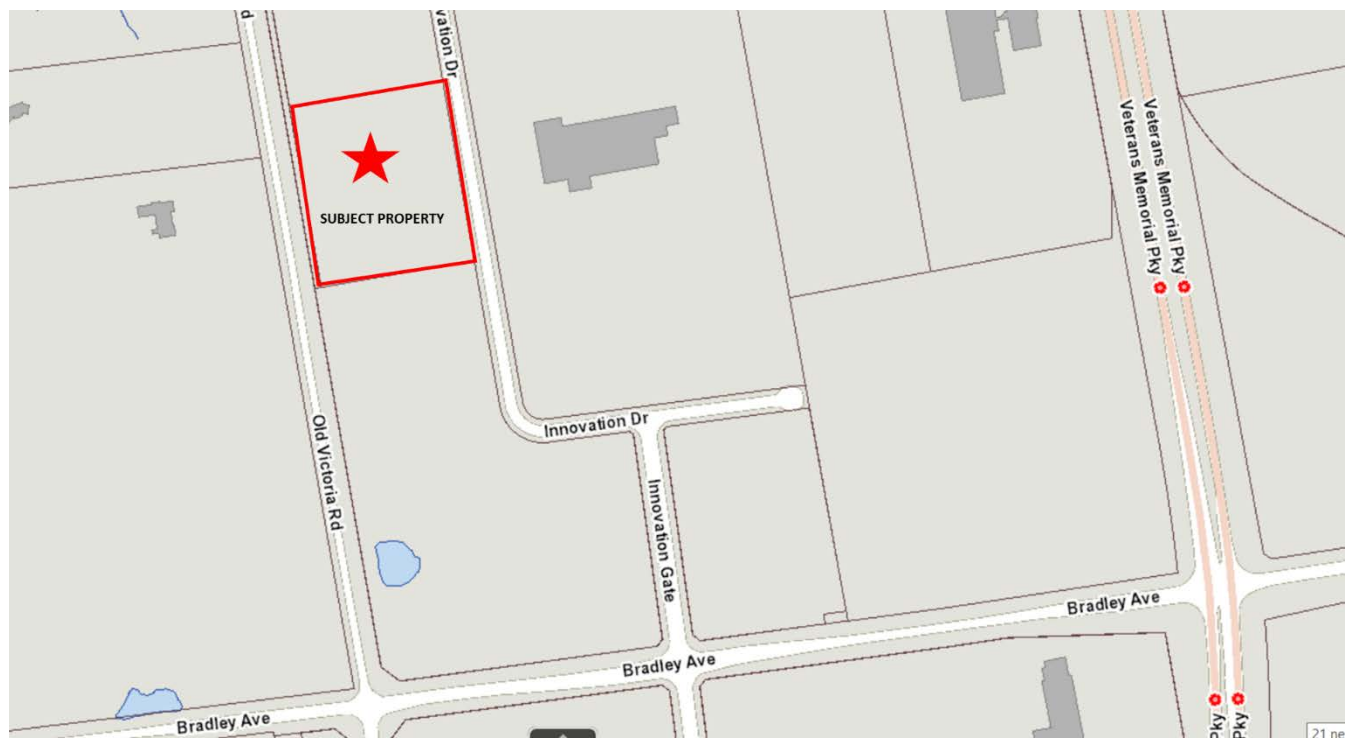
Catharine Saunders, City Clerk

Appendix A – Aerial and Location Map

AERIAL OF SUBJECT PROPERTY



LOCATION MAP



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 June, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the **VENDOR**

- and -

2842613 ONTARIO LTD.

Address: 710 Meadow Wood Rd. Mississauga, Ontario L5J 2S6

hereinafter called the **PURCHASER**

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase II, in the City of London County of Middlesex containing Six (6) acres located on the west side of Innovation Drive, more specifically described as Part of Block 1, Plan 33M-592, Designated as Parts 14 and 17 in Plan 33R-20884, London, being part of PIN 08197-0307 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Four Hundred and Twenty Thousand Dollars (\$420,000.00)
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

Forty Two Thousand Dollars (\$42,000.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

5. The Purchaser is to be allowed 90 days from the date of acceptance of this Agreement to carry out soil tests as it might reasonably require. Any such testing shall first be approved by the City Engineer and shall be at the sole risk and expense of the Purchaser. If such tests are carried out, the Purchaser agrees to restore the property to its original condition. If the property is not so restored, the vendor may carry out required restoration and without limiting the rights of the Vendor, the cost thereof may be recovered from the deposit. If, within that time, any valid objection to soil conditions is made in writing to the Vendor, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objection, shall be at an end and all monies theretofore paid shall be repaid or returned to the Purchaser without interest or deduction and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the soil conditions on the property.

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.
7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.
8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.
9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
10. Time Limits: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.
12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.
13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.
14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.
15. Schedules A, B, C, & 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 30th day of July, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation, has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 4th day of June, 2021.

SIGNED, SEALED & DELIVERED

in the presence of



Witness:

Golchehreh Mirmoghtadasi

) 2842613 Ontario Ltd.
) Purchaser

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) Signature of Signing Officer

) Name: Matin Sanaat

) Title: Director

) I have authority to bind the Corporation

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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

SCHEDULE "A"

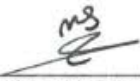
PURCHASER'S DECLARATION OF INTENT TO DEVELOP AND PROPERLY UTILIZE THE
PROPERTY, WHICH DECLARATION FORMS PART OF THE AGREEMENT OF PURCHASE AND
SALE

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase II
Lot & Conc./Part No./Block, etc.; Acres:	Part of Block 1 on Plan 33M-592 (6 Acres)
Name, Address, Postal Code of Purchaser:	2842613 Ontario Ltd. 710 Meadow Wood Rd. Mississauga, Ontario L5J 2S8
Local Company: Yes <u>No</u>	
Intended Use of Building	Food Processing and Bakery Facility
Major Industrial Classification of User:	Food Processing and Bakery Company
List of Products Manufactured/Handled:	Packaged cookies, and wafers.
Number of Employees Anticipated:	15 (Full Time)
Number of Square Feet of Building Proposed:	30,000 + square feet
Number of Square Feet in Property Purchase:	261,360 square feet
Proposed Building Coverage as % of Lot Area:	11.47 percent (11.47%)
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:	Peter A Saad, Saad Law P.C. 4 Robert Speck Parkway, suite 1210 Mississauga, Ontario L4Z 1S1 peter.saad@saadlaw.com
Telephone:	1.905.301.5848

Purchaser's Executive Completing this Form:
Matin Sanaat, Director
2842613 Ontario Ltd.



I have authority to bind the Corporation

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

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

Disposal of Industrial Land Procedures

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

CLASS 1 SALE

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

CLASS 2 SALE

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

CLASS 3 SALE

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

GENERAL

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

SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramourcy of Schedule "D"

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

Assignment of Agreement

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

Municipal Services and Roadway Easements

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

Development Agreement

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

Purchaser Condition – Environmental

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

Purchaser Condition – Geotechnical Review

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

Testing After Acceptance

From and after the date of Vendor's Acceptance of this Agreement, and in accordance with Paragraph 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 two (2) business days of being requested to do so by the Purchaser.

Restrictive Covenant

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

Vendor Pre-Closing Condition - Termination of Farm Lease

This Agreement is conditional upon the Vendor being able to terminate the existing Farm Lease on the Property. The Vendor shall have ninety (90) days from the date of acceptance of this Agreement to terminate the existing Farm Lease with the Farm Tenant. If, within that time, the Vendor has not given notice in writing to the Purchaser that this condition has been satisfied or waived, then this condition shall be deemed not to have been satisfied or waived, in which event this Agreement shall be null and void and of no further force or effect whatsoever and each party shall be released from all of its liabilities and obligations under this Agreement and the deposit shall be returned to the Purchaser forthwith, without interest or 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.

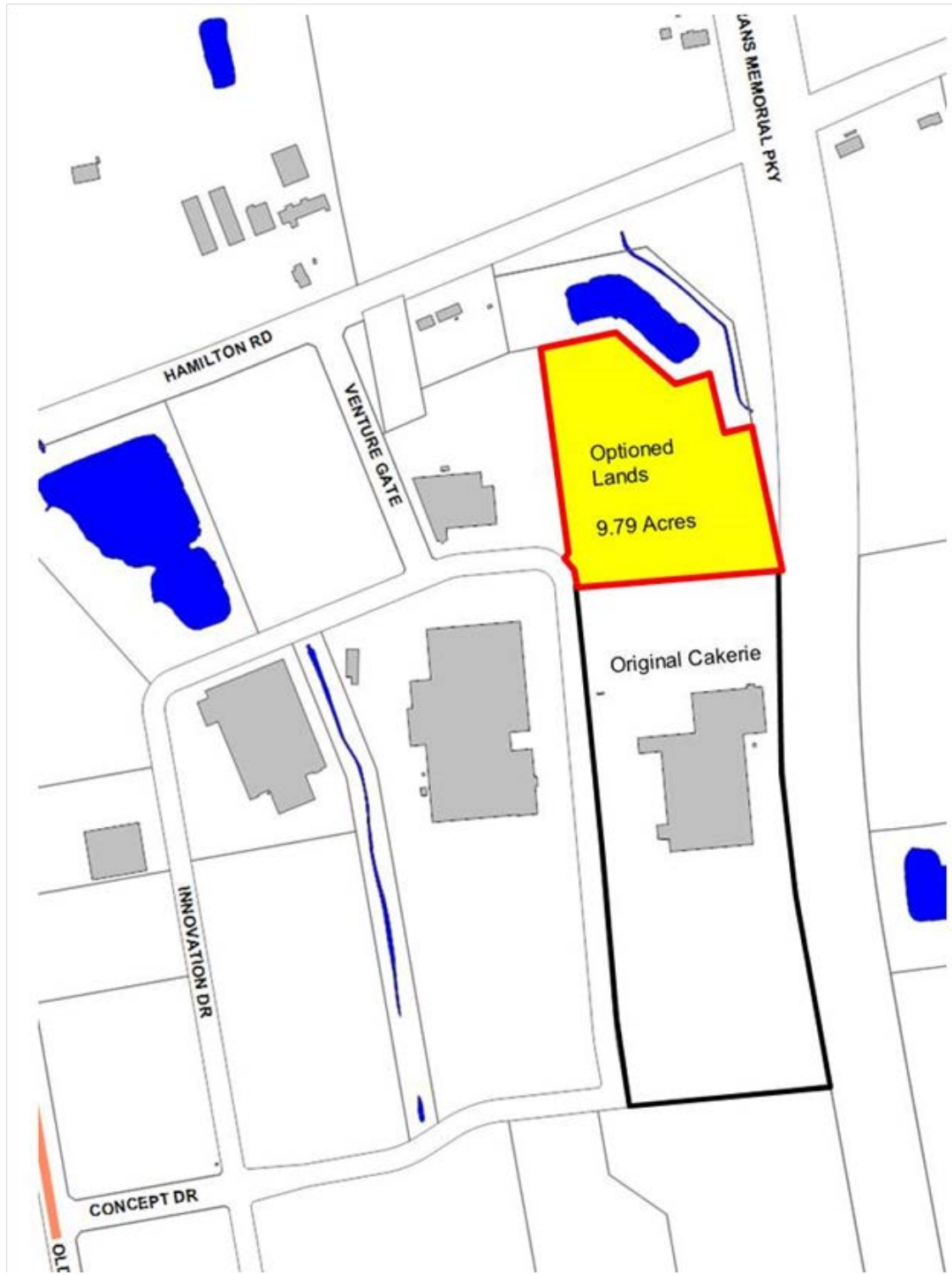
Building Coverage

The City shall permit a prepared initial building coverage of approximately 11.47 percent in place of 15 percent prescribed by clause 5(b) of the present Industrial Land Sale Policy.

Lease of Property

Upon completion of this transaction, the Vendor consents to the Purchaser leasing all or part of the Property to Panela Baking Factory in accordance with Paragraph 5(c) of the Industrial Land Disposition Policy excerpted in Schedule "B" of this Agreement. The Purchaser acknowledges that in the event that the Vendor exercises an option to repurchase the Property pursuant to the terms of Schedule "B" of this Agreement, the Purchaser shall coordinate the immediate termination of the lease agreement to which this consent pertains.

Appendix A – Location Map



Appendix B – Option Agreement Amendment

OPTION AGREEMENT
CORPORATION OF THE CITY OF LONDON

PAGE 1

OPTION AGREEMENT AMENDMENT – CAKERIE HOLDINGS, LTD.

This Option Agreement dated the th 10th day of ~~June~~ 2021.

In pursuance of the Short Forms of Conveyances Act (Ontario).

Between:

THE CORPORATION OF THE CITY OF LONDON,
a municipal Corporation incorporated under the laws of Ontario,
hereinafter called "the Optionor"
- OF THE FIRST PART -

and

CAKERIE HOLDINGS, LTD.
hereinafter called "the Optionee"
- OF THE SECOND PART -

WHEREAS the Optionor is the registered owner of an estate in fee simple in the lands hereinafter referred to;

AND WHEREAS by an agreement dated the 25th day of July, 2017 (the "Option Agreement"), the Optionor granted to the Optionee an Option to Purchase the land described as the northerly 9.79 acres, more or less, of Parts 2, 3 and 4 of Plan 33R-17213, save and except Parts 1 & 2 of Plan 33R-19042 in Innovation Park, Phase 1, in the City of London, County of Middlesex and shown outlined in red on the plan attached hereto as Schedule "A" (the "Lands") on certain terms and conditions;

AND WHEREAS by a further agreement dated July 9th, 2019, the time within which the Optionee can exercise the Option to Purchase under the Option Agreement (the "Expiry Date") was extended to July 26th, 2021 and the Purchase Price of the Lands was increased to \$719,565.00;

AND WHEREAS the Optionee has requested a further extension to the Expiry Date and the Optionor has agreed to grant the requested extension on the terms and conditions hereinafter set forth;

AND WHEREAS it is appropriate to amend the Option Agreement to reflect the extension of the Expiry Date and other changes agreed to by the parties;

NOW THEREFORE this agreement witnesseth that in consideration of these presents, and in consideration of the payment or payments made or to be made to the Optionor by the Optionee in accordance with the provisions of the agreement, the parties agree to amend the Option Agreement as follows:

1. Paragraph 1 of the Option Agreement is hereby deleted and replaced with the following:
 1. The Optionee shall have the right at any time prior to July 26, 2023, (the "Expiry Date") to deliver a notice to the Optionor specifying a date for completion of the transaction of purchase and sale contemplated hereby. The date for completion ("Closing") specified in such notice from the Optionee to the Optionor shall be no less than 30 days and no more than 60 days after the date of such notice. If the Optionee does not give such a notice prior to the Expiry Date then this Agreement shall terminate and neither the Optionor nor the Optionee shall have any further obligations hereunder.
2. Paragraph 4 of the Option Agreement is hereby deleted and replaced with the following:
 4. The Optionor covenants, represents and warrants that title to the Lands is, and on Closing will be, good and free from all encumbrances. If prior to Closing any valid objection to title or to the fact that the proposed use of the Lands by the Optionee may not lawfully be undertaken is made in writing to the Optionor and which the Optionor is unable or unwilling to remove, remedy or satisfy and which the Optionee will not waive, this agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and, notwithstanding the provisions

Appendix B – Option Agreement Amendment Cont'd

OPTION AGREEMENT
CORPORATION OF THE CITY OF LONDON

PAGE 2

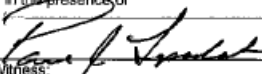
of paragraph 2 of this agreement, all monies therefore paid shall be returned to the Optionee without interest or deduction and the Optionor shall not be liable for any costs or damages.

The Optionee agrees to transfer to the Optioner a municipal services easement, for nominal consideration, over the portion of lands described as Part 3 in Plan 33R-16433 which is shown highlighted in yellow on the plan attached hereto as Schedule "C" and substantially in the agreement form shown in Schedule "D". This condition shall survive and not merge on the completion of this transaction.

- 3. Schedule "D" attached hereto shall be added as a schedule to the Option Agreement.
- 4. In all other respects the parties confirm the terms and conditions of the Option Agreement and any amendments thereto, which remain in full force and effect except as amended by this Agreement.
- 5. Schedule "A" attached hereto forms part of this Agreement.


IN WITNESS WHEREOF the parties have executed this Agreement as evidenced by their proper signing Officers this 10th day of June, 2021.

SIGNED, SEALED & DELIVERED

In the presence of

Witness: _____

Witness: _____

CAKERIE HOLDINGS, LTD.


Signature of Signing Officer
Name & Title: Treasurer


Signature of Signing Officer
Name & Title: Treasurer

I/We have authority to bind the Corporation

ACCEPTANCE

The Optionor accepts the above Agreement.

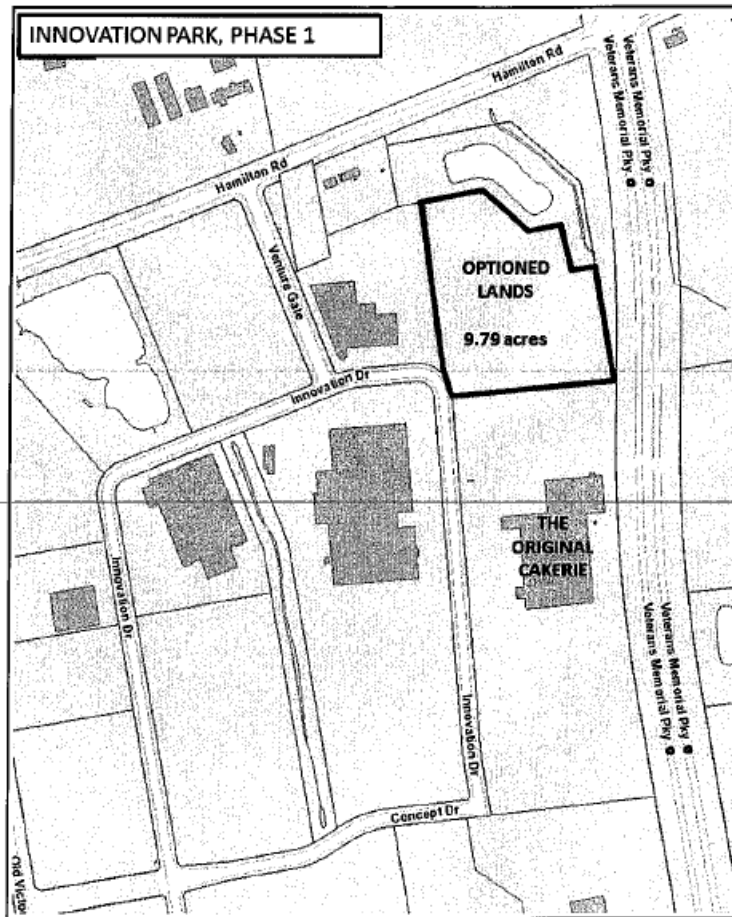
THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Option Agreement Amendment Cont'd

SCHEDULE "A"



Appendix B – Option Agreement Amendment Cont'd

OPTION AGREEMENT
CORPORATION OF THE CITY OF LONDON

PAGE 4

SCHEDULE "D"

THIS EASEMENT made this ____ day of _____, 2021.

BETWEEN:

[____ TRANSFEROR ____]

(Hereinafter called the "Transferor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON

(Hereinafter called the "Transferee")

OF THE SECOND PART

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

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

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

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

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

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

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

Appendix B – Option Agreement Amendment Cont'd

OPTION AGREEMENT
CORPORATION OF THE CITY OF LONDON

PAGE 5

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

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

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

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

Appendix A

THIS **LEASE AMENDING AGREEMENT** is dated as of June 1, 2021.

B E T W E E N:

CITI PLAZA LONDON INC.

(the “**Landlord**”)

- and -

THE CORPORATION OF THE CITY OF LONDON

(the “**Tenant**”)

WHEREAS I.F. Propco Holdings (Ontario) 31 Ltd. and the Tenant entered into an Office Lease dated July 11, 2016 for Premises known as Suite 248 in the Project and which are approximately depicted and set out on Schedule “A” attached hereto and located at premises municipally known as 355 Wellington Street, London, Ontario and known as CITI PLAZA, which Lease has a current Term expiring as of March 31, 2022 (the “**Original Lease**”).

AND WHEREAS the parties to the Original Lease did enter into a Lease Amending Agreement dated as of **[August 3, 2018]** which agreement did amend certain terms of the Original Lease and did provide that notwithstanding the actual Rentable Area of the Premises being 61,578 square feet in accordance with the certifications provided by Landlord, the parties have agreed to adopt a Deemed Rentable Area of the Premises of 61,029 square feet of Rentable Area for the purposes of calculating certain Rents as further provided therein (the Original Lease as amended is collectively known herein as the “**Lease**”).

AND WHEREAS on March 24, 2020 the Landlord did acquire the Project from I.F. Propco Holdings (Ontario) 31 Ltd. and took an assignment of its interest in the Lease as of such date.

AND WHEREAS the Landlord and Tenant have agreed to extend the Term of the Lease and to amend certain terms and conditions as further set out herein.

NOW THEREFORE in consideration of the premises and the covenants and agreements herein and for other good and valuable consideration the receipt and sufficiency of such is hereby acknowledged by the parties, the Landlord and the Tenant agree as follows:

1. Defined Terms

Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Lease.

Appendix A Cont'd

2. Recitals

The recitals herein are true in substance and in fact.

3. Extension of Term

The Term of the Lease is extended for five (5) years commencing as of April 1, 2022 and such extended Term shall be fully complete and end on March 31, 2027 (the "Extended Term").

4. Minimum Rent during the Extended Term

As of the commencement of the Extended Term, Minimum Rent payable for the Premises shall be:

<u>Period (commencing as of the first day of the Extended Term)</u>	<u>Annual Rate Per Square Foot of Deemed Rentable Area</u>	<u>Per Year</u>	<u>Per Month</u>
Years 1 and 2	\$10.00	\$610,290.00	\$50,857.50
Years 3 and 4	\$11.00	\$671,319.00	\$55,943.25
Year 5	\$12.00	\$732,348.00	\$61,029.00

The Minimum Rent set forth above shall be subject to applicable sales taxes.

5. Additional Rent:

As per Original Lease, save and except that references to "initial Term" in Original Lease shall be deemed to include the Extended Term.

6. Minimum Rent Free Period

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Tenant shall not be responsible for the payment of Minimum Rent due under the Lease as amended herein for the first three (3) months of the Extended Term provided that all other Rents shall continue to be due and all other obligations under the Lease shall continue to apply. For clarity, no Inducement to Lease or other payment shall be due to Tenant on account of entering into this Lease Amending Agreement.

7. Further Extension of Term

Section 3.01A of the Lease is hereby amended and re-stated as follows:

So long as:

- (a) an Event of Default has not occurred and remains uncured beyond the applicable period if any;
- (b) no Transfer affecting Tenant, the Premises or the Lease has occurred;
- (c) the Tenant is itself actively carrying on its business operations from the whole of the Premises; and
- (d) the Tenant gives to Landlord written notice of its intention to further extend the Term of the Lease not more than twelve (12) months nor less than nine (9) months prior to the expiry of the Extended Term;

in such case the Tenant shall have the right to further extend the Extended Term of the Lease for one (1) further period of five (5) years upon the same terms and conditions as contained in the Lease except as otherwise expressly provided therein and except that there shall be no further right of extension or renewal, no rent concessions, no Landlord's Work required, no fixturing period and no tenant allowance, inducement or any other amount payable by Landlord to Tenant, and annual Minimum Rent shall be equal to the greater of:

- (i) the annual Minimum Rent payable during the last prior year of the Extended Term; or
- (ii) the fair market annual Minimum Rent for the Premises as agreed upon by the parties having regard to the finished condition of the Premises at the time of extension and having regard to then applicable Minimum rental levels for similar premises for a similar term in the Project. The parties shall make all reasonable efforts to reach agreement as to the fair market annual Minimum Rent for the extension term not less than three (3) months prior to the commencement of the extension term, and failing such agreement, fair market annual Minimum Rent for the extension term shall be fixed by an independent real estate appraiser appointed by Landlord and approved by Tenant, acting reasonably.

The Tenant shall execute Landlord's then current form of lease amending agreement or lease, as determined by Landlord, to give effect to such further extension of the Term.

8. Landlord Work

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Landlord covenants and agrees to complete the work set out and described on Schedule "B" attached hereto prior to the commencement of the

Appendix A Cont'd

Extended Term subject to the applicable provisions respecting unavoidable delays further set out in the Lease.

9. Project Improvements

Subject to this Lease Amending Agreement being executed and an Event of Default not having occurred and remaining uncured beyond the applicable period if any, the Landlord covenants and agrees to use commercially reasonable efforts (subject to the applicable provisions respective unavoidable delays set out in the Lease) to carry out the Project Improvements set out and described at Schedule "C" attached hereto prior to the commencement of the Extended Term.

10. Confirmation of Lease

The Landlord and the Tenant confirm that the Lease is and remains in full force and effect as hereby amended.

11. Counterparts

This Agreement may be executed in one or more counterparts which may be executed and/or transmitted electronically or by facsimile and when taken together shall be deemed effective as an original document.

IN WITNESS WHEREOF the Landlord and Tenant have signed this Lease Amending Agreement as of the date first above written.

(Landlord)

CITI PLAZA LONDON INC.

Date

Per: *Robert Kilmov*
Name: Robert Kilmov
Title: Director

(Tenant)

**THE CORPORATION OF THE
CITY OF LONDON**

Date

Per: _____
Name:
Title:

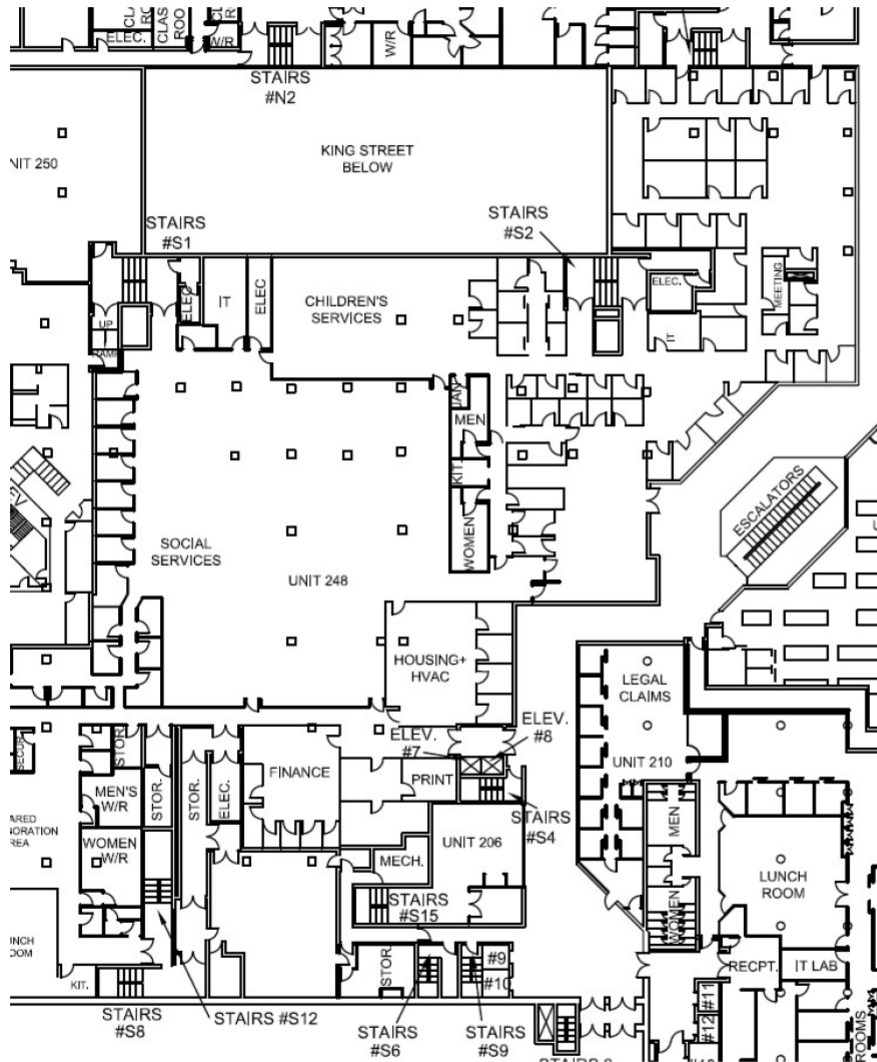
Date

Per: _____
Name:
Title:

SCHEDULE "A"

FLOOR PLAN OF THE PREMISES

This floor plan is provided for reference purposes only and shall not be used for any further purposes, including an interpretation of the limits of the Premises or a calculation of the Useable Area, Certified Useable Area, Rentable Area or Deemed Rentable Area, which will be based upon the remaining terms of the Lease and any amendments thereto.



SCHEDULE "B"

LANDLORD WORK

(i) remove the existing film from the skylights within the Premises and installing a new film or paint on the glass having a reasonable similar effect on either the interior or exterior of the skylight as Landlord and its contractors may reasonably determine;

The Tenant acknowledges that completion of the foregoing work shall require the Landlord and its contractors and/or agents to enter and complete the said work within the Premises and may result in disruptions to the Tenant's business operations including without limitation effecting closures or restrictions on accessing parts of the Premises and thereby temporarily limiting Tenant's use and enjoyment of the Premises provided that the Landlord shall undertake to use commercially reasonable efforts to minimize such disruptions and to complete the said work outside of typical business hours.

SCHEDULE "C"

PROJECT IMPROVEMENTS

(a) the Landlord shall complete certain modifications and updates to the HVAC System and the cooling system in particular so as to improve its efficiency and to better utilize its capacity within the Project with the goal of increasing utility efficiency and decreasing the Tenant's Operating Charge for cooling of the Premises; and

(b) the Landlord shall complete equipment upgrades to the CCTV system serving the Project to improve its security monitoring capabilities.

Appendix A – Lease Extension and Amending Agreement

LEASE EXTENSION AND AMENDING AGREEMENT DATED May 17, 2021 (the "Agreement")

B E T W E E N:

785 WONDERLAND ROAD INC.
(Successor to Penretail Management Ltd.)
(the "Landlord")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF LONDON
REALTY SERVICES DIVISION
(the "Tenant")

OF THE SECOND PART

WHEREAS:

- A. By a lease dated the 8th day of July, 2015, (the "Lease") the original landlord Penretail Management Ltd. (the "Original Landlord"), as landlord, and the tenant, as Tenant, the Original Landlord did demise and lease unto the Tenant certain premises designated as Unit No. E7 through E15 comprised of a Rentable Area of approximately 16,946 square feet, (the "Leased Premises") located in the shopping center known as Westmount Shopping Centre, municipality located in the City of London, in the Province of Ontario, (the Shopping Centre); for a term of five (5) years expiring on October 31, 2021 (the "Term"), and
- B. By an Agreement dated January 19, 2018, (the "Landlord Assignment") the Original Landlord assigned all of its right, interest and tile to the Landlord, 785 Wonderland Road Inc.; and
- C. The Landlord and Tenant have agreed to extend the Term of the Lease for a further period of five (5) years upon the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements between the parties and the sum of Ten Dollars (\$10.00) that has been paid by each of the parties to the other(s), the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true in substance and in fact.
2. The Term of the Lease shall be extended for a further period of five (5) years commencing on November 1, 2021 and expiring on October 31, 2026 (the "First Extension of Term").
3. The First Extension of Term shall be upon the same terms, covenants and conditions as are currently in effect in the Lease, with the understanding that:
 - (a) the Tenant accepts the Leased Premises in an "as is" condition, any further renovations, alterations or improvements in or to the Leased Premises are the sole responsibility of the Tenant and shall be undertaken and completed at the Tenant's expense and strictly in accordance with the provisions of the Lease;
 - (b) There shall be two (2) further rights of extension beyond the expiry of the First Extension of Term; and
 - (c) the Lease shall be amended in accordance with Section 3:
3. The Lease is hereby amended as follows:
 - (a) Minimum rent payable during the First Extension of Term shall be as follows:

"The Minimum Rent during the First Extension of Term shall be based on the annual rate of Nineteen Dollars (\$19.00) per square foot of the of the GLA of the Leased Premises and is payable in equal consecutive monthly instalments each in advance on the first day of each calendar month of the First Extension of Term."

Appendix A Cont'd

- (b) Section 3.03A Options to Extend of the Lease is hereby deleted and replaced as follows:

"If the Tenant (a) in occupation of and carrying on business in the whole of the Premises is The Corporation Of The City Of London, (b) pays the Rent and all other sums payable as and when due, (c) punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of the Lease, (U) is not then in default and has not been in material or chronic default under the Lease, and (e) gives the Landlord not less than six (6) months and not more than eighteen (18) months written notice prior to the expiration of the preceding Term of the Lease of the Tenant's intention to extend the Term of the Lease, then the Landlord will grant to the Tenant **three (3)** consecutive rights to extend the Term of the Lease upon the expiry of the Term for a period of five (5) years each (the "First Extension of Term", "Second Extension of Term" and "**Third Extension of Term**" respectively) upon the same terms and conditions as set out in the Lease except that the Tenant will accept the Premises on an "as is" basis with no Landlord's Work to be performed, no rent free period, and no inducements or allowances shall be payable by the Landlord and except also that:

(i) there shall be no further right to extend the Term following the exercise, if any, of the foregoing right(s) to extend;

(ii) the Landlord may, at its option, require that the Tenant enter into an extension agreement, as prepared by the Landlord to give effect to the foregoing right(s) to extend; and

(iii) the Minimum Rent payable each consecutive twelve (12) month period of the First Extension of Term shall be Nineteen Dollars (\$19.00) per square foot of the GLA of the Premises. The Minimum Rent payable during each consecutive twelve (12) month period of the Second Extension of Term shall be Twenty Dollars (\$20.00) per square foot of the GLA of the Premises. **The Minimum Rent payable during each consecutive twelve (12) month period of the Third Extension of Term shall be based on the then prevailing fair market net rent for similar premises, similarly located. Should the amount of the Minimum Rent not be agreed upon by the expiry of the Second Extension of Term, then the amount of the Minimum Rent shall be arbitrated in accordance with the Arbitration Act and the Tenant shall continue to make rental payments as provided in the last year of the Second Extension of Term until the arbitrator's award at which time Minimum Rent shall be adjusted and any overpayment repaid to the Tenant or applied against other amounts owing by the Tenant to the Landlord or any underpayment paid by the Tenant to the Landlord. In no event will the Minimum Rent be less than the amount payable in the Second Extension of Term;**

If the Tenant fails to give the appropriate notice(s) within the time limit set out herein for extending the Term, then this right(s) shall be null and void and of no further force and effect. If the Tenant gives such appropriate notice(s) within the time limit set out herein for extending the Term, it will forthwith execute the documentation submitted by the Landlord pursuant to subsection (ii) of this Section.

- (c) Section 4.10 Additional Rent of the Lease is hereby deleted and replaced as follows:

Notwithstanding anything to the contrary contained in this Lease for the first twelve (12) month period of the initial Term, the aggregate of Taxes payable pursuant to Section 5.03 and the Tenant's Proportionate Share of Operating Costs payable pursuant to Section 6.04 (together the "Tax and CAM Charge") is Ten Dollars (\$10.00) per square foot of the GLA of the Premises per annum. The Tax and CAM Charge will be increased at the start of each twelve (12) month period thereafter (i.e. during the remainder of the Term and during the First Extension of Term, the Second Extension of Term) to equal the amount obtained by multiplying the Tax and CAM Charge specified above by a fraction, which has as its numerator the C.P.I. for the last month of the particular twelve (12) month period in question, and as its denominator the C.P.I. for the month in which the Commencement Date occurs. In no event will the Tax and CAM Charge for any twelve (12) month period be less than the amount payable by the Tenant in the immediately preceding twelve (12) month period. **At the beginning of the Third Extension of Term, the Tenant shall pay**


Appendix A Cont'd

the greater of: (a) the actual costs of its Proportionate Share of Operating Costs, Taxes and CAM charges or; (b) the amount then in place at the commencement of the Third Extension of Term as increased by C.P.I. In no event will the Tenant's Additional Rent for the Third Extension of Term be less than the previous twelve (12) month period.

- 4. The Tenant represents and warrants that it has the right, full power and authority to agree to extend the Term and amend the Lease as provided in this Agreement.
- 5. The terms, covenants and conditions of the Lease remain unchanged and in full force and effect, except as modified by this Agreement. All capitalized terms and expressions when used in this Agreement have the same meaning as they have in the Lease, unless a contrary intention is expressed in this Agreement.
- 6. This Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the Landlord and the permitted successors and permitted assigns of the Tenant.
- 7. It is understood and agreed that all terms and expressions when used in this Agreement, unless a contrary intention is expressed herein, have the same meaning as they have in the Lease.
- 8. This Agreement may be executed (either by original or PDF signature) in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Instrument.

IN WITNESS WHEREOF THE LANDLORD AND TENANT HAVE EXECUTED THIS AGREEMENT

**785 WONDERLAND ROAD INC.
(Landlord)**

Per:  _____
June 10, 2021

Per: _____
I/We have authority to bind the Corporation

**THE CORPORATION OF THE CITY OF LONDON
REALTY SERVICES DIVISION
(Tenant)**

Per: _____

Per: _____

I/We have authority to bind the Corporation

Appendix A – Source of Financing Report

Appendix "A" Confidential

#21095
June 21, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 166 Wellington Road
Wellington Gateway Project
(Subledger LD170110)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
David Schleichauf and Nikesha Schleichauf

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	4,590,394	726,057	5,743,449
Total Expenditures	\$11,059,900	\$4,590,394	\$726,057	\$5,743,449
Sources of Financing				
Capital Levy	1,157,204	480,296	75,968	600,941
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	4,110,098	650,089	5,142,508
Total Financing	\$11,059,900	\$4,590,394	\$726,057	\$5,743,449

Financial Note:

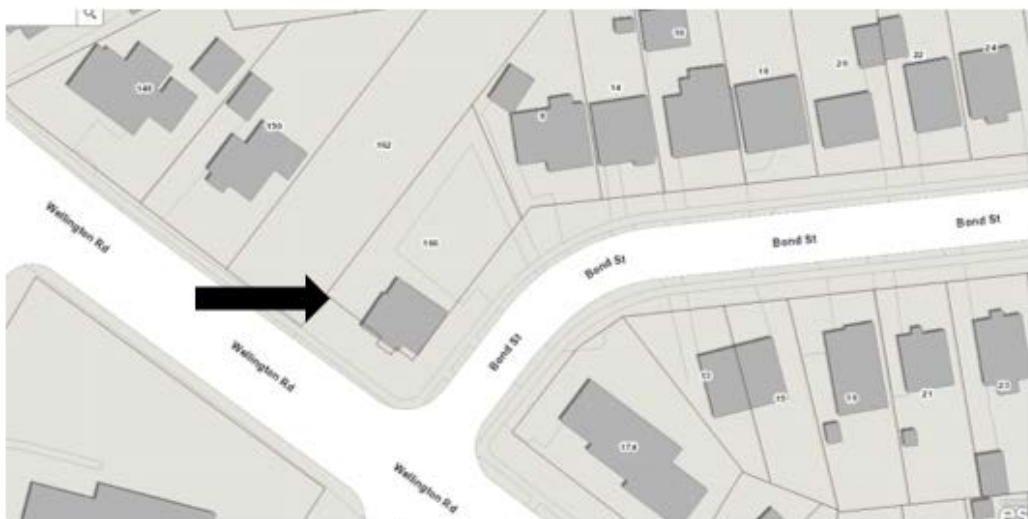
Purchase Cost	\$685,000
Add: Legal Fees etc.	18,500
Add: Land Transfer Tax	10,175
Add: HST @13%	91,455
Less: HST Rebate	<u>-79,073</u>
Total Purchase Cost	<u>\$726,057</u>

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

166 Wellington Road



Appendix C – Agreement of Purchase and Sale

Authenticsign ID: 7EF09486-7878-4D53-875F-1B4DFE9B3FEE

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDORS: DAVID SCHLEIHAUF AND
NIKESHA SCHLEIHAUF

REAL PROPERTY:

Address: 166 Wellington Road, London, ON N6C 4N1

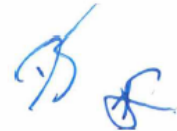
Location: East side of Wellington Road, North of Bond Street

Measurements: approximately 652.90 m²/ 7,028 ft²

Legal Description: Lot 1, Plan 467 (4th),
Except Part 1, 33R-11032,
City of London, County of Middlesex,
being all of PIN 08358-0080 (LT), (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendors in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be SIX HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS CDN (\$685,000.00) 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" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendors until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **August 12, 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 **August 27, 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 **October 15, 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 Vendors agree 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:** The Vendors 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 Vendors and which Vendors are 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 the Vendors 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 Vendors. If requested by the Purchaser, the 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 the Vendors 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 the Vendors 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 Vendors.
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 the Vendors under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if the Vendors deliver on completion the prescribed certificate or a statutory declaration that the Vendors are 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 Vendors 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 Vendors 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:** Vendors warrant 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 Vendors 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 Vendors and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendors 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 Vendors. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

We, the undersigned Vendors agree to the above offer.

SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.



Witness:


Witness:



David Schleihauf

May 19, 2021

Date



Nikesha Schleihauf

May 19, 2021

Date

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 _____, 2021.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

NATALIE HOPE-SELKIN, B.A., LL.B. Barrister, Solicitor & Notary
220 Duncan Mill Road, Suite 509 Toronto, Ontario CANADA M3B 3J5
Tel: 647.977.3022 | Fax: 647.748.3022
natalie@hopeselkinlaw.com | HopeSelkinLaw.com

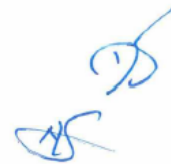
VENDOR'S LAWYER: _____

PURCHASER'S LAWYER: Sachil Tatavarti, Solicitor, 519-861-2489 (CITY) Ext. 4709 Fax: 519-661-0082



SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
 2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendors. Pending completion, the Vendors shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
 3. **STATEMENT OF ADJUSTMENTS:** The Vendors 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 Vendors may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing 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 Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
 4. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of \$15,000.00.
 5. **RESIDENTIAL TENANTS:** The Vendor shall give the Tenants notice that the Purchaser requires vacant possession on the closing date.
 6. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
 7. **POSSESSION PRIOR TO CLOSING:** The Vendor is responsible for the lands and the buildings and all permanent fixtures until the keys are personally turned over to the representative of the Purchaser.
 8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
 9. **VACANT POSSESSION:** The Vendors agree to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendors be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. The Seller has been advised by their real estate agents to consult with their real estate lawyer, prior to signing this contract. Upon signing the Seller confirms that their lawyer has reviewed the contract and provide approval on the terms of the agreement.



Appendix A – Source of Financing Report

Appendix "A" Confidential

#21107

June 21, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 178 Wellington Road
Wellington Gateway Project
(Subledger LD210017)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Crystal Faith Miller and Robert Bruce Ryding

Finance Supports Report on the Sources of Financing:

Finance Supports 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	5,838,340	522,154	4,699,406
Total Expenditures	\$11,059,900	\$5,838,340	\$522,154	\$4,699,406
Sources of Financing				
Capital Levy	1,157,204	610,869	54,633	491,702
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	5,227,471	467,521	4,207,704
Total Financing	\$11,059,900	\$5,838,340	\$522,154	\$4,699,406

Financial Note:

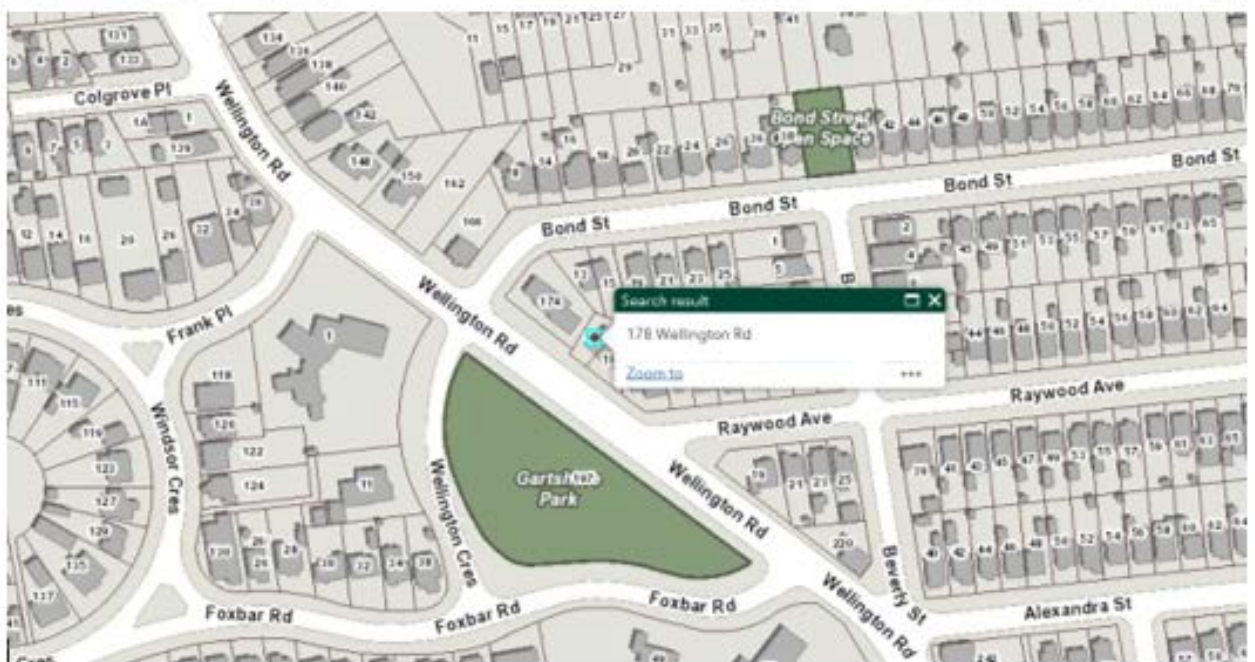
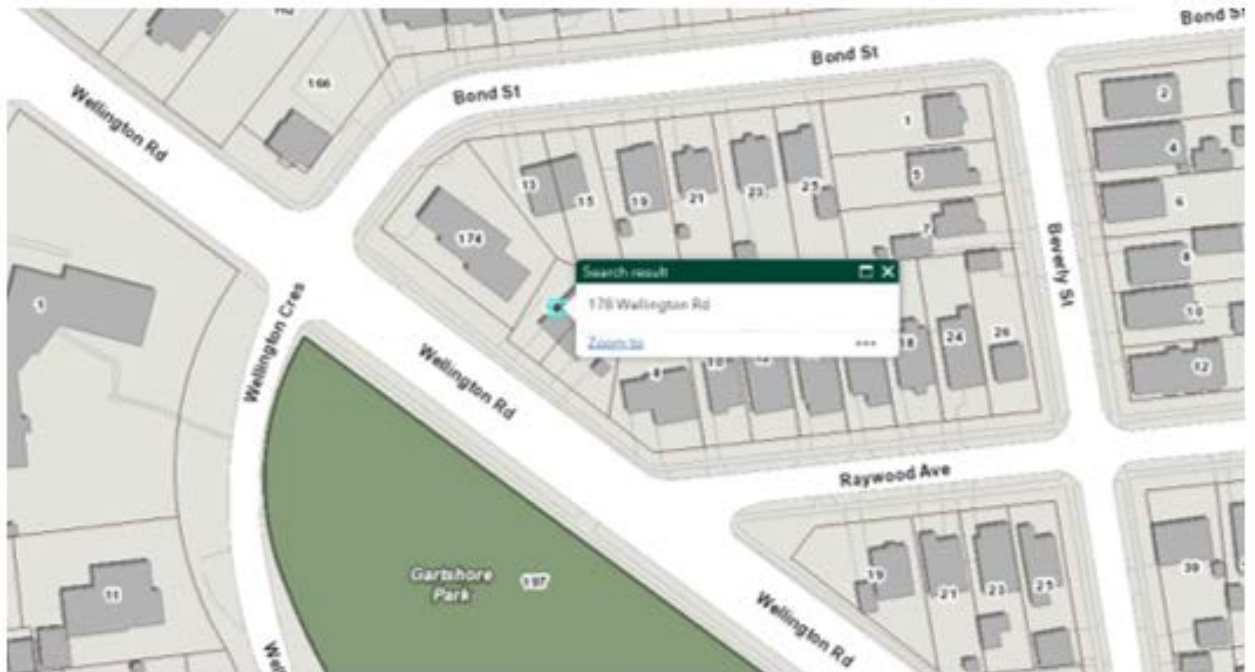
Purchase Cost	\$442,000
Add: Legal Fees etc.	65,900
Add: Land Transfer Tax	5,315
Add: HST @13%	66,027
Less: HST Rebate	<u>-57,088</u>
Total Purchase Cost	<u>\$522,154</u>

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

178 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: CRYSTAL FAITH MILLER
ROBERT BRUCE RYDING

REAL PROPERTY:

Address 178 Wellington Road, London, ON N6C 4N3

Location East side of Wellington Road, South of Bond Street

Measurements approximately 254.99 m²/ 2744.79 ft²

Legal Description: Part of Lots 16, 17, 18 & 26, Plan 467 (4th), in the City of London, County of Middlesex, being Part 1, 33R-3744, being all of PIN 08358-0084 (LT), 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 FOUR HUNDRED AND FORTY-TWO THOUSAND DOLLARS CDN (\$442,00.00) 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" 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 July 9th, 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 July 13th, 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 16th, 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 the 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.



R.R.

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



M
R.R.

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 _____.

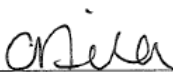
THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

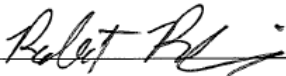
GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 8th day of June, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: 

Name: CRYSTAL FAITH MILLER

Title: _____

Per: 

Name: ROBERT BRUCE RYDING

Title: _____

VENDOR'S LAWYER: John. A. Belecky, Solicitor, Belecky & Belecky, 519-673-5630 Fax: 519-667-44836

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 (CITY) Ext. 4709 Fax: 519-661-0082


R.R.

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
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 Closing 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 Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$39,800.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$22,100.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to One Thousand Dollars (\$1,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **ADJUSTMENTS:** The parties agree that notwithstanding Section 3 of this Agreement, realty taxes, including local improvement rates, and utilities shall be adjusted effective June 25, 2021.
11. **CHATELS INCLUDED:** Dishwasher, 2 fridges, stove, couch, dresser, all blinds on windows.
12. **FIXTURES EXCLUDED:** Washer, dryer, 2 ceiling fans, chandelier, all curtains and rods, backyard shed
13. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: Hot water heater
14. **BRIDGE FINANCING:** The Purchaser agrees to pay reasonable costs incurred by the Vendor from July 9th, 2021 to July 30, 2021 related to arranging bridge financing. Reasonable costs shall be limited to interest on principal, financial institution administrative costs, and the vendor solicitor's fees and costs.



R.R.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#21097
June 21, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 1349 Southdale Road West
Southdale Road West and Wickerson Road Improvements
(Subledger LD200075)
Capital Project TS1407-2 - Southdale - Wickerson Road to Byronhills Drive
Mary Maclean and Alfred Donald Maclean

Finance Supports Report on the Sources of Financing:

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

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,311,948	1,301,844	0	10,104
Land Acquisition	741,609	579,777	161,832	0
Construction	4,500,000	2,378	0	4,497,622
Utilities	838,943	0	0	838,943
City Related Expenses	100,000	4,996	0	95,004
Total Expenditures	\$7,492,500	\$1,888,995	\$161,832	\$5,441,673

Sources of Financing

Debenture By-law No. W.-5607(b)-61	879,830	221,821	19,004	639,005
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	6,612,670	1,667,174	142,828	4,802,668
Total Financing	\$7,492,500	\$1,888,995	\$161,832	\$5,441,673

Financial Note:

Purchase Cost	\$132,600
Add: Legal Fees etc.	25,400
Add: Land Transfer Tax	1,051
Add: HST @13%	20,540
Less: HST Rebate	<u>-17,759</u>
Total Purchase Cost	\$161,832

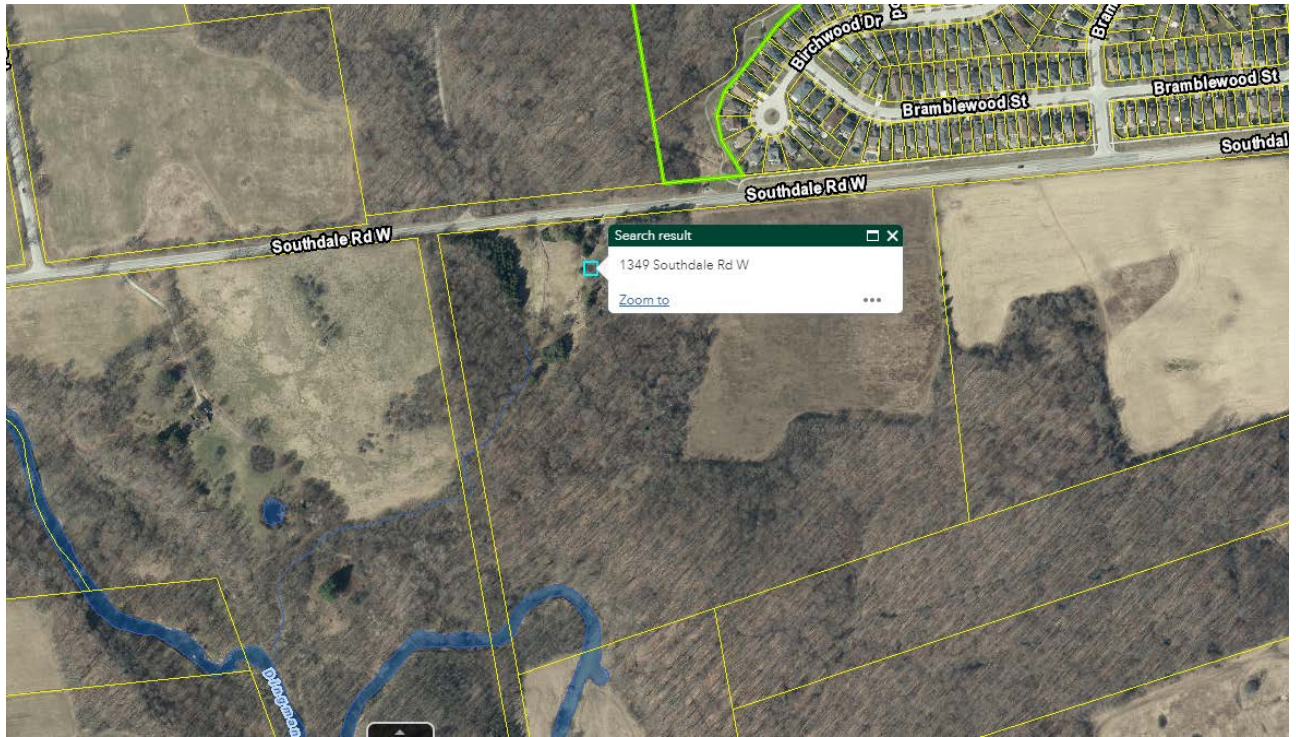
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



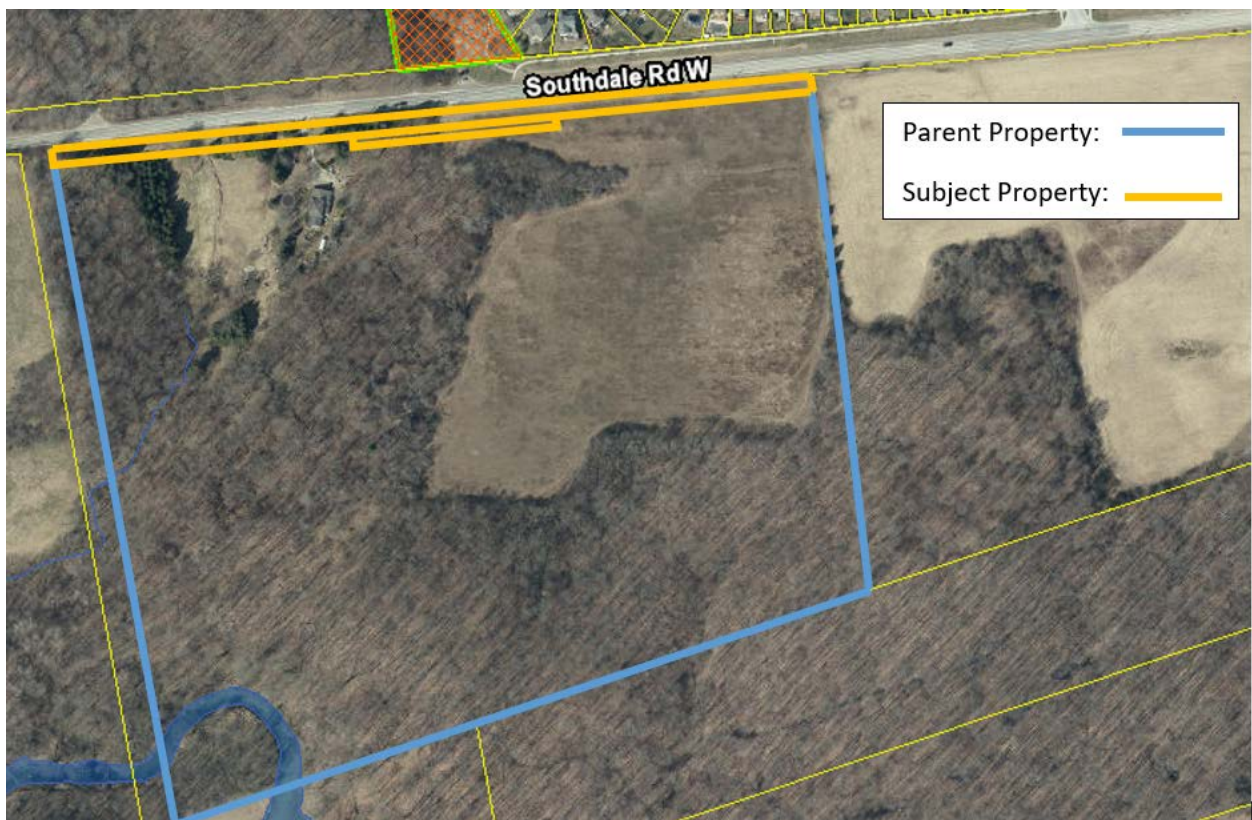
Jason Davies
Manager of Financial Planning & Policy

HB

Appendix B – Location Map



1349 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: MARY MACLEAN and ALFRED DONALD MACLEAN

REAL PROPERTY:

Address Part of 1349 Southdale Road West, London, Ontario

Location South side of Southdale Road West between Wickerson Road and Bramblewood Place

Measurements Irregular; approximately 4,221 square meters.

Legal Description: PART LOT 79 WTR; LONDON/WESTMINSTER being part of PIN 08224-0301 designated as Parts 18 and 21 on a draft reference plan to be deposited as shown on Schedule "A" attached hereto (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 THIRTY TWO THOUSAND SIX HUNDRED DOLLARS CDN (\$132,600.00) 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 July 30, 2021, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on August 27, 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 September 10, 2021. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively

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



Name: Mary Maclean



Name: Alfred Donald Maclean

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

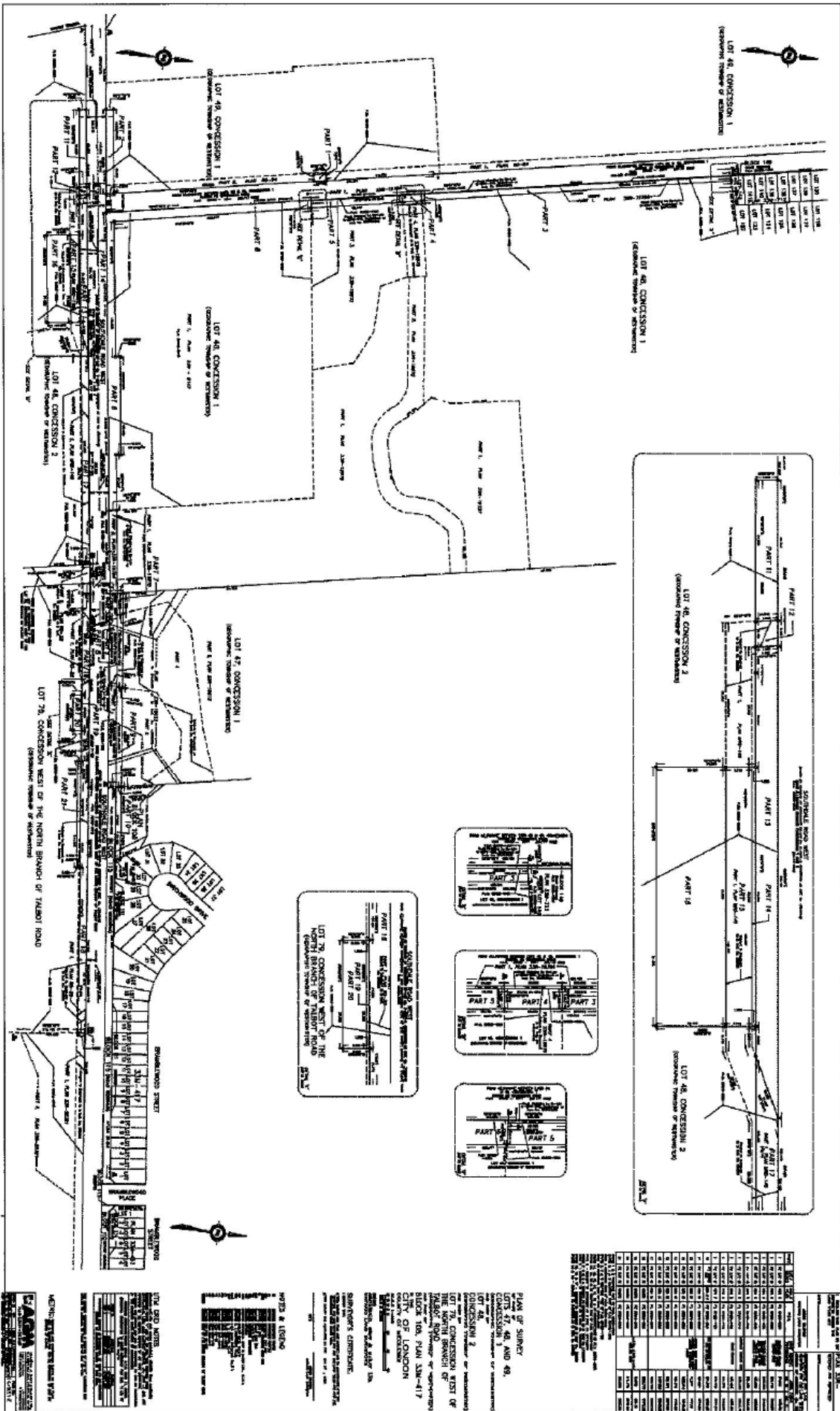
Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: _____

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

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



CAQM
CITY OF ANTONIO
COUNTY OF BEXAR

AGENCY: BEXAR COUNTY
PROJECT: SCHEDULE "A" FEE SIMPLE ACQUISITION OF "THE PROPERTY"

DATE: 10/15/2024
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

NOTES & LEGEND

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL CORNERS ARE TO BE BOUND BY THE ADJACENT PROPERTIES.
3. ALL UTILITIES ARE TO BE MAINTAINED AND PROTECTED.
4. ALL ERECTIONS ARE TO BE IN ACCORDANCE WITH THE CITY OF ANTONIO ZONING ORDINANCES.

5. ALL CONVEYANCES ARE TO BE IN ACCORDANCE WITH THE CITY OF ANTONIO RECORDS.
6. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
7. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.

8. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
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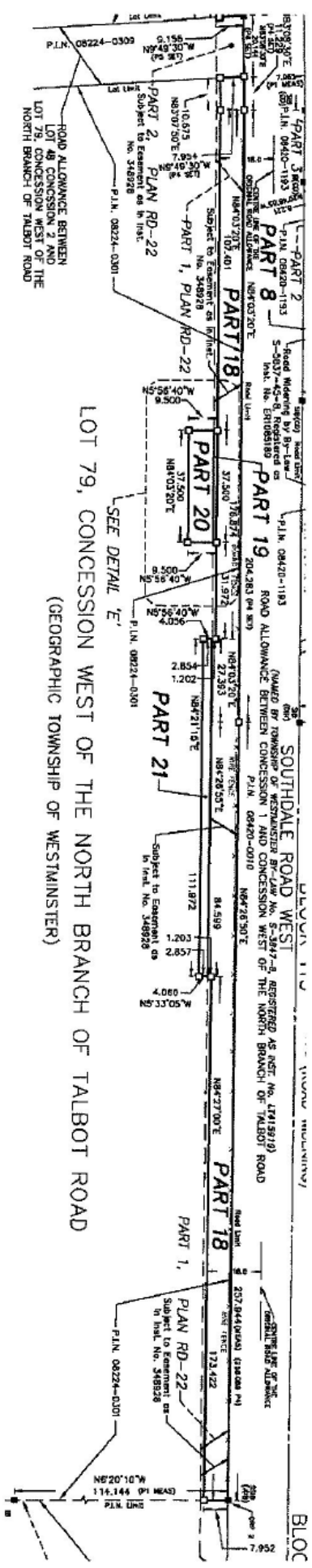
11. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
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20. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
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23. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
24. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.
25. ALL RECORDS ARE TO BE MAINTAINED AND PROTECTED.



PART	LOT/BLOCK	CON./PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA TABLE	
					sq. m	sq. ft
18	PT. LOT 78	WNBTR	PT. 08224-0301	WAGLEIN, ALFRED DONALD MACLEAN, MARY	3893.778	41912.29
19	PT. LOT 78	WNBTR	PT. 08224-0301		45.075	485.18
20	PT. LOT 78	WNBTR	PT. 08224-0301		311.175	3349.46
21	PT. LOT 78	WNBTR	PT. 08224-0301		327.660	3527.28

JASON WILBAND
ONTARIO LAND SURVEYOR

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

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. **FENCING:** The Purchaser agrees, at its expense, to re-establish the existing fencing along the new property line in a permanent configuration on or before the completion of the project.
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. **DISTURBANCE COSTS:** The Purchaser agrees to pay on completion, a further sum of SEVENTEEN THOUSAND \$17,400 CDN dollars as full and final payment for the loss of any and all trees, shrubs and landscaping located within the Property.
5. **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.
6. **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.

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

MARY MACLEAN and ALFRED DONALD MACLEAN
(the "Owner"(s))

PART LOT 79 WTR; LONDON/WESTMINSTER being part of PIN 08224-0301 as shown on Schedule
"A1" attached hereto (the "Property")
Legal Description

1349 Southdale Road West
Municipal Address of Property

We, MARY MACLEAN and ALFRED DONALD MACLEAN, 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 1, 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 TWO THOUSAND DOLLARS CDN (\$2,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque upon completion of the Related Transaction set out in clause 3 of the Additional Terms and Conditions herein.

The City may renew the rights granted under this Consent for an additional two (2) x one (1) year terms commencing at the end of the original terms upon notice to the Owner(s) and payment of an additional ONE THOUSAND DOLLARS CDN (\$1,000.00).

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
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 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.
4. To restore any disturbance to underground electrical and video cables running from the house to the existing fence line at the front of the driveway
5. 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"
6. The Purchaser agrees that all trees to be removed from the Vendor's property will be limbed, the branches mulched and the logs left stacked on the Vendor's remaining property.

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 the Owner 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 the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.

ADDITIONAL TERMS AND CONDITIONS:

24. **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*.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at London this _____ day of _____,



Mary Maclean



Alfred Donald Maclean

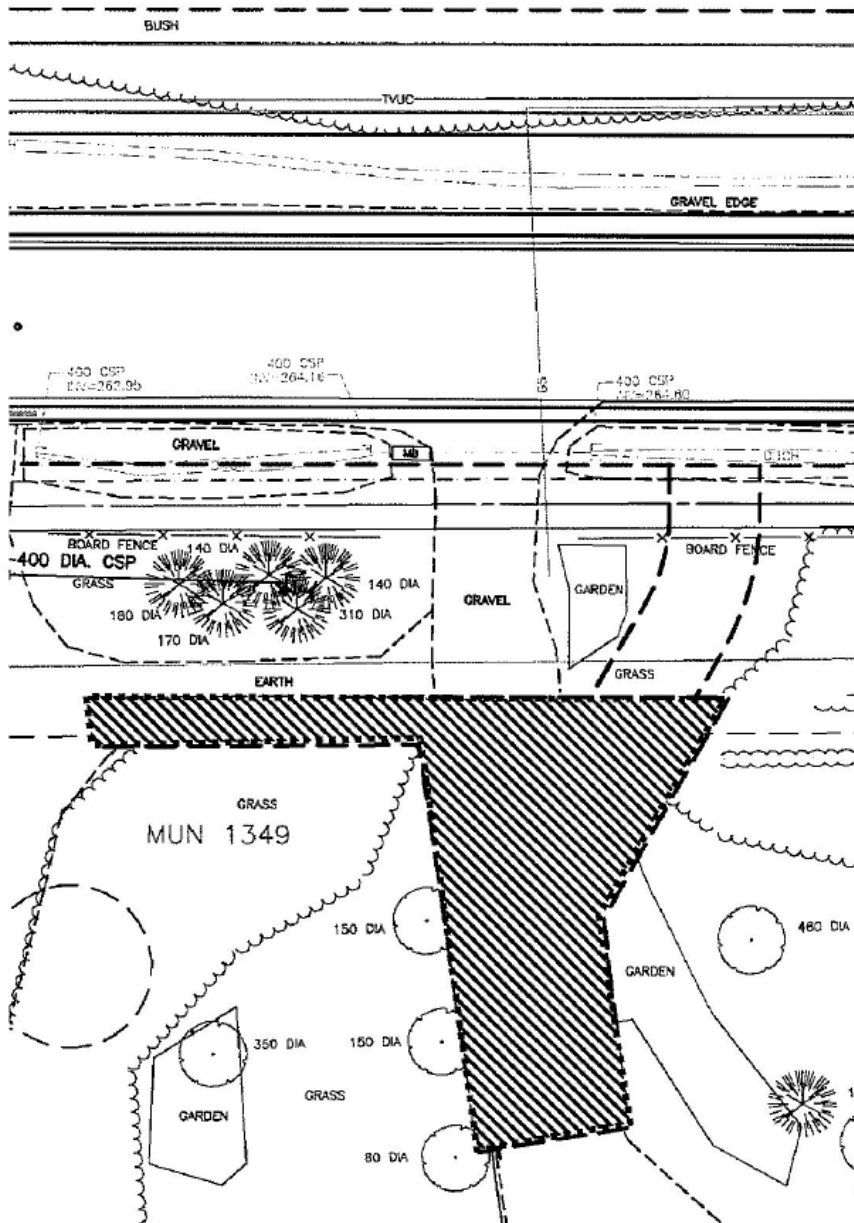
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

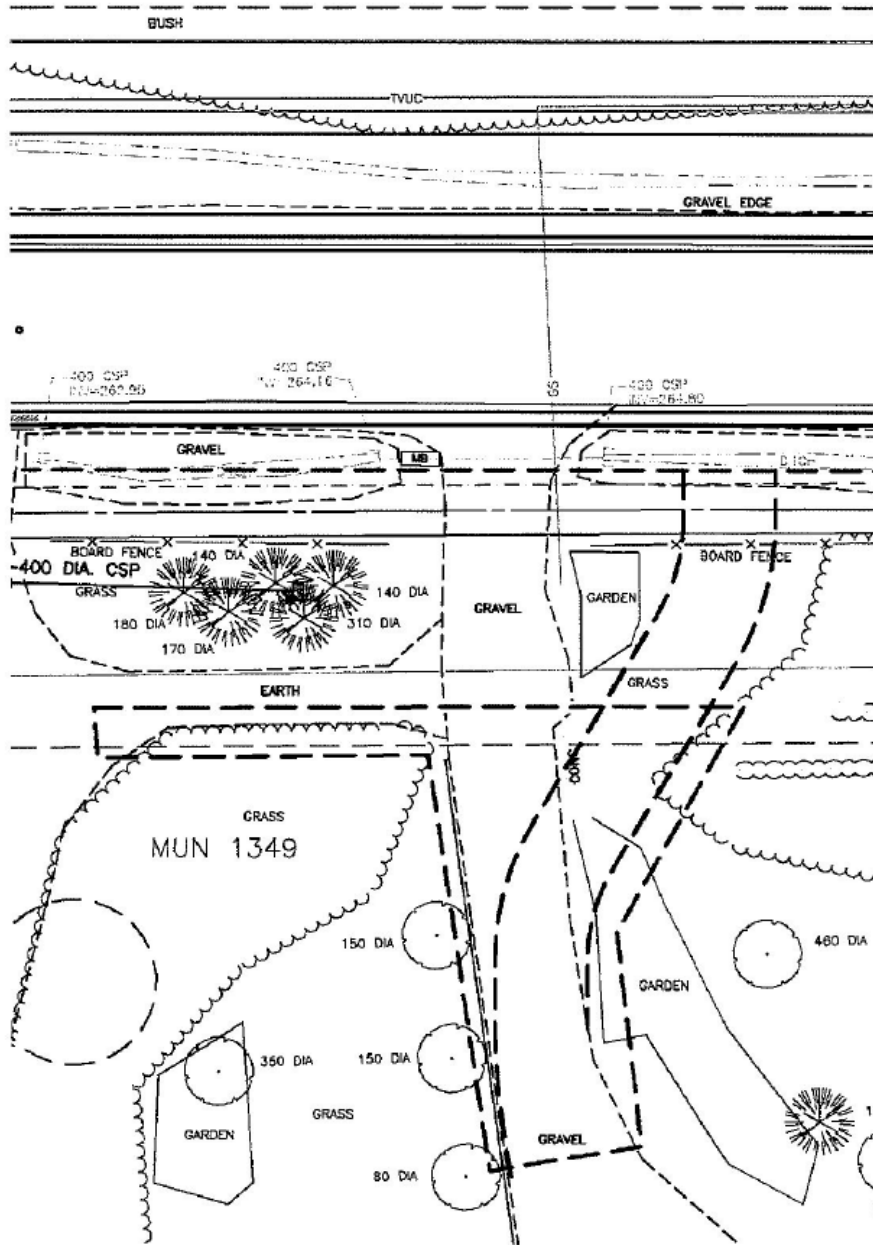
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



MUN 1349



Schedule B1 "Driveway Realignment"



MUN 1349

