



Council Minutes

11th Meeting of City Council
August 10, 2021, 4:00 PM

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

Also Present: J. Taylor, B. Westlake-Power
Remote Attendance: A. Barbon, G. Barrett, G. Belch, B. Card, K. Dickins, G. Kotsifas, K. Scherr, M. Schulthess, C. Smith, B. Warner, R. Wilcox
The meeting is called to order at 4:00 PM, with Mayor E. Holder in the Chair; it being noted that the following Members attended the meeting remotely: M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, A. Kayabaga and S. Hillier.

1. Disclosures of Pecuniary Interest

That it be noted that no pecuniary interests were disclosed.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

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

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

Motion Passed (15 to 0)

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

5.1 10th Meeting held on July 6, 2021

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

That the Minutes of the 10th meeting held on July 6 BE APPROVED.

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

Motion Passed (15 to 0)

6. Communications and Petitions

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

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

6.1 Oxford Wonderland Secondary Plan - Terms of Reference, Councillors E. Pelosa and S. Lewis;

6.2 400 Southdale Road East (OZ-9261), C. Lumley; and,

6.3 Medway Valley Heritage Forest Environmentally Significant Area (OZ-9367), H. and C. Rhodes, T. and J. Tillman and J.B. Morton.

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

Motion Passed (15 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 11th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 11th Report of the Community and Protective Services Committee BE APPROVED, excluding Item 8 (clause 4.4).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the 6th Report of the Animal Welfare Advisory Committee, from its meeting held on July 8, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Middlesex-London Paramedic Service - 2020 Performance Report

Motion made by: J. Helmer

That the communication, dated June 23, 2021, from K. Bunting, Middlesex County, as well as the 2020 Performance Report for the Middlesex-London Paramedic Service, as appended to the agenda, BE RECEIVED. (2021-P16)

Motion Passed

4. (2.3) Special Events Policies and Procedures Manual – Deferred Matters File No. 2

Motion made by: J. Helmer

That NO ACTION BE TAKEN with respect to the staff report dated July 27, 2021, related to the Special Events Policies and Procedures Manual – Deferred Matters File No. 2 with respect to limiting amplified concerts on weekdays after Labour Day between the hours of 9:00 AM and 9:00 PM for 2021; it being noted that the above-noted staff report, with respect to this matter, was received. (2021-M02)

Motion Passed

5. (4.1) 3rd Report of the Community Safety and Crime Prevention Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 3rd Report of the Community Safety and Crime Prevention Advisory Committee, from its meeting held on June 24, 2021:

- a) a Working Group BE ESTABLISHED, led by T. Khan, to undertake a review of the Community Safety and Crime Prevention Advisory Committee (CSCP) and to report back at the August 26, 2021 CSCP meeting; it being noted that the CSCP held a general discussion and heard verbal updates from C. Smith, Deputy City Manager, Neighbourhood and Community-Wide Services, B. Westlake-Power, Deputy City Clerk and M. Schulthess, Deputy City Clerk, with respect to the Advisory Committee Review - Interim Report VI;
- b) a Working Group BE ESTABLISHED consisting of B. Fragis, D. Luthra and B. Madigan, relating to two components of the Community Safety and Crime Prevention Advisory Committee (CSCP) Terms of Reference, as follows:
 - i) developing, encouraging and promoting activities and education programs for Londoners of all ages on safety in the community, such as (but not limited to) injury prevention, pedestrian safety, traffic safety, bicycle safety, water safety and fire prevention; and,
 - ii) developing, encouraging and promoting activities and education programs for Londoners of all ages on the prevention of crime in the community;

it being noted that the contact and coordination with departments, agencies, community associations and boards and commissions BE POSTPONED to the August 26, 2021 CSCP meeting;

c) Councillor Jesse Helmer, Chair, Community and Protective Services Committee (CPSC) BE REQUESTED to attend the August 26, 2021 Community Safety & Crime Prevention Advisory Committee (CSCP) meeting to discuss various initiatives of the CPSC and to recommend how CSCP may contribute as a resource for the CPSC as described in the CSCP Terms of Reference; and,

d) clauses 1.1, 2.1 and 4.2 BE RECEIVED.

Motion Passed

6. (4.2) 6th Report of the Accessibility Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 6th Report of the Accessibility Advisory Committee, from its meeting held on June 24, 2021:

a) the following actions be taken with respect to E-Scooters in the City of London:

i) the revised ~~attached~~ comments, outlining the opinions of the Accessibility Advisory Committee with respect to E-Scooters in the City of London BE FORWARDED to the Civic Administration for consideration; and,

ii) the Civic Administration BE REQUESTED to engage in external feedback acquisition in a public forum to solicit feedback on this matter;

b) the ~~attached~~ comments, outlining the opinions of the Accessibility Advisory Committee with respect to Accessibility Advisory Committee Terms of Reference, BE FORWARDED to the Civic Administration to be considered as part of the Advisory Committee Review; and,

c) clauses 1.1, 2.1, 2.2, 3.1 to 3.3 and 4.3 BE RECEIVED.

Motion Passed

7. (4.3) Property Standards By-laws CP-16 and A-35

Motion made by: J. Helmer

That the communication, dated June 8, 2021, from M. Lalaberte, Neighbourhood Legal Services and J. Thompson, Life*Spin, with respect to Property Standards By-laws CP-16 and A-35, BE RECEIVED. (2021-C01)

Motion Passed

9. (4.5) Business Case Request for Agricultural Transitional Housing Project

Motion made by: J. Helmer

That the communication, dated July 15, 2021, from Councillor M. van Holst, with respect to a Business Case Request for Agricultural

Transitional Housing Project, BE REFERRED to the Civic Administration for consideration with the Housing Stability Plan. (2021-D04)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at July 19, 2021, BE RECEIVED.

Motion Passed

8. (4.4) Recognizing the Impact of Hosting the COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre

Motion made by: J. Helmer

That the following actions be taken with respect to the communication, dated July 6, 2021, from Councillors S. Lehman and J. Helmer and Mayor E. Holder, related to Recognizing the Impact of Hosting COVID-19 Assessment Centres at Oakridge Arena and Carling Heights Optimist Community Centre:

a) the Civic Administration BE DIRECTED to consult residents, especially those close to the COVID-19 assessment centres, about priorities for new recreational amenities or upgrades to existing recreational amenities in the general area; and,

b) the Civic Administration BE DIRECTED to explore potential provincial and federal funding opportunities for recreational infrastructure and to report back with recommended new or upgraded recreational amenities in the general area of both testing centres, along with a recommended source of financing;

it being noted that the above-noted communication, with respect to this matter, was received. (2021-S08)

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

Nays: (1): P. Squire

Motion Passed (14 to 1)

8.2 13th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 13th Report of the Corporate Services Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Optional Small Business Subclass Summary and Analysis

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated July 26, 2021 with respect to the optional small business subclass BE RECEIVED for information, and that no further action BE TAKEN with respect to this matter.

Motion Passed

3. (2.2) Corporate Asset Management Plan 2021 Review

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated July 26, 2021 with respect to the Corporate Asset Management Plan 2021 Review BE RECEIVED for information.

Motion Passed

4. (2.3) 2020 Annual Parkland Reserve Fund Report

Motion made by: M. Cassidy

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

a) the 2020 Annual Parkland Reserve Fund Report BE RECEIVED for information in accordance with section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020, as well as section 42 (17) of the Planning Act, 1990, which require Municipal Council to provide an annual financial statement on special accounts for the conveyance of land for park purposes; and,

b) the Deputy City Manager, Finance Supports BE DIRECTED to make the 2020 Annual Parkland Reserve Fund Report available to the public on the City of London website to fulfill Municipal Council's obligation under section 7 of the O. Reg. 509/20: Community Benefits Charges and Parkland, 2020.

Motion Passed

5. (2.4) Declare Surplus – City-Owned Property – 2 Saunby Street

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to City-owned property, located at 2 Saunby Street, further described as Part 1, Plan 33R-20979, the following actions be taken:

- a) the subject property BE DECLARED SURPLUS; and,
- b) the subject property (“Surplus Lands”) BE SOLD, in accordance with the City’s Sale and Other Disposition of Land Policy.

Motion Passed

6. (2.5) 2020 Investment Report (Relates to Bill No. 333)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the 2020 Investment Report:

- a) the above-noted staff report, providing a summary of the performance of the City of London’s investment portfolio in 2020, BE RECEIVED for information; and,
- b) the proposed by-law as appended to the staff report dated July 26, 2021 as Appendix “B” BE INTRODUCED at the Municipal Council meeting on August 10, 2021, to amend By-law CPOL.-39(a)-371 being a by-law to amend By-law CPOL.-39(a)-371 being "Investment Policy".

Motion Passed

7. (2.6) Council Policy Manual Review 2021 (Relates to Bill No.'s 315, 316, 317, 327 to 332 and 334 to 362)

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the “Policy for the Establishment and Maintenance of Council Policies”:

a) the proposed by-laws, as appended to the staff report dated July 26, 2021 as Appendices B1 to B34, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to amend the following Council Policies:

1. “Access and Privacy Policy” to be amended to:
 - apply grammatical corrections and gender-neutral language;
 - remove references to “Managing Director” and replace with “Deputy City Manager”
 - add the definition of “Privacy Impact Assessment”, and “Project” as it relates to a privacy impact assessment in section 2;
 - add “reporting and investigating privacy breaches” to the responsibilities of the City Clerk in section 4.2;
 - add paragraph related to the Transmitting of Personal Information to External Parties in section 4.8;
 - provide clarity related to the City Clerk’s role and responsibilities related to privacy breaches in section 4.9; and
 - add a new section 4.10 outlining the requirement for staff to conduct a Privacy Impact Assessment if a project or initiative if, in the City Clerk’s opinion, one is required.
2. “Accountability and Transparency to the Public Policy” to be amended to reflect Council’s current Values.

3. "Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy" to be amended to redefine the Council Year to reflect changes to section 6 of the MEA.
4. "Assessment Growth Policy" to be amended to provide for strengthened eligibility criteria and for the prioritization of requests.
5. "Capital Budgets and Financing Policy" to be amended to update the definitions and policy sections.
6. "City of London Community Suite Policy" be amended to clarify wording in liability section.
7. "Code of Conduct for Members of Council" to be amended to:
 - apply grammatical corrections;
 - delete section 3.5 as it is duplicated in section 9;
 - reference current Respectful Workplace Policy in section 7; and
 - delete duplicate wording in section 6.1 as it is reflected in section 6.5.
8. "Debt Management Policy" to be amended to update objectives for the addition of intergenerational equity and maintaining a strong credit rating, and to update the policy section for clarity.
9. "Dedication of Fire Stations" policy be amended to update applicable Fire Stations and service area title.
10. "Discretionary Benefits" to be amended to address the intent of Discretionary Benefits and the new Provincial model towards life stabilization.
11. "Financial Assistance for Program Activity Fees" to be amended to update and clarify language, to add a new section 4.11 concerning applicants receiving financial assistance from the province, and to renumber the sections accordingly.
12. "Flags at City Hall Policy" to be amended to clarify that flags at the back entrance of City Hall are to be removed over the winter.
13. "Gender Equity in Recreation Services" policy be amended to modernize language in three definitions (2.2 to 2.4), to add a section 4.iii under Policy to address removing barriers, and to update position and service area titles.
14. "Grants to Centennial Hall" to be amended to remove outdated language.
15. "Hiring of Employees Policy" to be amended to update references and numbering, and to add the phrase "or harassment" to updated section 4.2.
16. "Identification of Operating Surpluses – Boards and Commissions" to be amended to align wording in applicability and policy sections with the budget monitoring process.
17. "Leasing and Licensing of City Owned Land" to be amended to incorporate wording from repealed policy, "Leasing Parkland"
18. "Legal Services and Accounts" to be amended to change the claim amount to align with thresholds in the Procurement Policy.
19. "Lessee Protection and Non-Competitive Clauses" to be amended to change the title to "Lessee Protection and Non-Competitive Clauses – Centennial Hall" to reflect the scope of the policy.

20. "London Community Grants Policy" to be amended to delete reference to Housing Development Corporate, London (HDC) in section 4.3(b)(v).
21. "Mayor – Contracted Staff" to be amended to add clarifying language about benefits.
22. "Mayor's New Year's Honour List Policy" to be amended to clarify eligibility criteria for nomination.
23. "Multi-Year Budget Policy" to be amended to update definition and policy sections, and to clarify applicability to the property tax supported as well as water and wastewater budgets.
24. "Notices of OPA and ZBA Received From Other Municipalities" to be amended to clarify 4(a) that where there are no municipal concerns identified by the Director, Planning & Development no response or further action is required.
25. "Objectives of Centennial Hall" to be amended to add clarifying language in section 4(b).
26. "Policy for waiving or reducing fees for use of city owned community centres and recreation facilities" be amended to change the policy title to "Request to Waive or Reduce Facility Rental Fees" and to update position and service area titles.
27. "Promotion of Corporate Products to City Staff" to be amended to add clarifying language.
28. "Public Notice Policy" to be amended to:
 - reflect Council's current Values and apply minor grammatical corrections;
 - remove references to the "Committee of the Whole" and "Board of Control";
 - delete references to the "annual" budget and replace with "multi-year"; and
 - remove the reference to "shall" and replace with "may" with regards to notice being published in the newspaper advising of a new or amended procedure by-law; and
 - add a requirement to provide notice of intent to implement a new municipally managed private commercial parking lot. Notice of intent shall be posted on the City's website and may also be published once in a newspaper of general circulation in the City of London at least seven days in advance of the committee meeting.
29. "Real Property Acquisition Policy" to be amended to incorporate changes to legislation.
30. "Reduced Rental Rates for Non-Profit Groups" to be amended to update staff titles and reference to the Fees and Charges By-law.
31. "Reserve and Reserve Fund Policy" to be amended to update policy section to ensure policy directive for external loans and refinements to principles to be considered if Council approves external loans.
32. "Respectful Workplace Policy (Anti-Harassment/Anti-Discrimination)" to be amended to add clarifying language.
33. "Surplus Deficit Policy" to be amended to clean up the policy section.
34. "Urban Design Award" to be amended to include the use of virtual methods for nominating and evaluating nominees, and to clarify the process for selecting the winner of the People's Choice Award.

b) the proposed by-laws, as appended to the staff report dated July 26, 2021 as Appendices C1 to C4, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to repeal the following Council Policies:

1. "Leasing Parkland" to be repealed because language is being incorporated into the Council policy "Leasing and Licencing of City-Owned Land".
2. "Parkland Accounts" to be repealed because the policy is redundant and no longer required.
3. "Siting of Safe Consumption Facilities and Temporary Overdose Prevention Sites in London" to be repealed because London Plan Policies 1099A-1099F are now in force.
4. "Value of Parkland Dedication" to be repealed because the information it contains is currently duplicated in the Council Policy titled "Parkland Dedication Cash in Lieu";

it being noted that the Corporate Services Committee received a communication dated July 22, 2021 from C. Butler with respect to this matter.

Motion Passed

8. (4.1) Consideration of Applications to the London Hydro Inc. Board of Directors

Motion made by: M. Cassidy

That interviews BE ARRANGED with the following applicants for consideration of appointment to the London Hydro Inc. Board of Directors for the current Board vacancy:

Tania Goodine
Margaret Parks
Steven Stefanko

Motion Passed

9. (4.2) Application - Issuance of Proclamation - Bullying Elimination Week

Motion made by: M. Cassidy

That based on the application dated June 14, 2021 from Bullying Elimination Week, May 23 - 30, 2022 BE PROCLAIMED as Bullying Elimination Week.

Motion Passed

10. (4.3) Application - Issuance of Proclamation - October is Caribbean Heritage Month in Canada

Motion made by: M. Cassidy

That based on the application dated June 18, 2021 from Caribbean Women's Society, October 1-31, 2021 BE PROCLAIMED as October is Caribbean Heritage Month in Canada.

Motion Passed

8.3 10th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 10th Report of the Civic Works Committee BE APPROVED.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) 6th Report of the Transportation Advisory Committee

Motion made by: E. Pelozo

That the 6th Report of the Transportation Advisory Committee, from its meeting held on June 29, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Amendments to the Traffic and Parking By-law (Relates to Bill No.'s 363, 364 and 365)

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the three proposed by-laws as appended to the staff report dated July 27, 2021 as Appendices A, B, and C, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to amend By-law PS-113 entitled, "A by-law to regulate traffic and the parking of motor vehicles in the City of London". (2021-T02/T08)

Motion Passed

4. (2.3) Greenway Organic Rankine Cycle Project - Connection Agreement with London Hydro (Relates to Bill No. 313)

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 July 27, 2021, related to the execution of a Connection Agreement between The Corporation of the City of London and London Hydro for power generation at the Greenway Wastewater Treatment Plant:

a) the proposed by-law, as included on the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,

b) the Mayor and the City Clerk BE AUTHORIZED to execute any additional documents, if required, to give effect to the Agreement. (2021-E06)

Motion Passed

5. (2.4) RFT 21-51 Supply and Delivery of Steel Guiderail and Accessories

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 July 27, 2021, related to tender RFT 21-51, Supply and Delivery of Steel Guiderail and Accessories:

- a) approval hereby BE GIVEN to enter into an eight-month contract, with four (4) one-year options for the Supply and Delivery of Steel Guiderail and Accessories to Royal Fence Limited at the quoted price of \$478,840.00; it being noted that this is an irregular result where pricing exceeds the budget but award can proceed in accordance with Section 8.10 (a) of the City of London's Procurement of Goods and Service Policy;
- b) the Mayor and City Clerk BE AUTHORIZED to execute any contract or other documents, as required, to give effect to these recommendations; and,
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract. (2021-T04)

Motion Passed

6. (2.5) Emergency Purchase of a MagnaDrive Adjustable Speed Drive

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 July 27, 2021, related to the emergency, non-competitive purchase of a MagnaDrive Adjustable Speed Drive for the Southeast Reservoir and Pumping Station:

- a) the purchase order for the purchase of a MagnaDrive Adjustable Speed Drive from SCG Process at a total price of \$94,382.00, excluding HST, BE CONFIRMED, in accordance with Section 14.2 of the City of London's Procurement of Goods and Services Policy; and,
- 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. (2021-E03)

Motion Passed

7. (2.6) Renewal of the Lead Service Extension Replacement Loan Program (Relates to Bill No. 314)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as included on the Added Agenda, BE INTRODUCED at the Municipal Council meeting on August 10, 2021, to amend By-law No. A.-6123-196 entitled “A By-law to provide for a Lead Service Extension Replacement Loan Program Pilot Project for owner-occupied dwellings of three or less dwelling units”.

Motion Passed

8. (2.8) RFT 21-03 Rental of Winter Maintenance Equipment with Operator, Sander and Salters with Plow and Wing

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 July 27, 2021, related to tender RFT 21-03, Rental of Winter Maintenance Equipment with Operator, Sander and Salter with Plow and Wing:

- a) the bids submitted by Mobil Services Inc., S&B Construction Ltd., B and A Davies Paving and Construction Inc., Ferrari Concrete Ltd. and CH Excavating (2013) at their tendered prices BE ACCEPTED;
- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this contract; and,
- c) the approval given herein BE CONDITIONAL upon the Corporation entering into a formal contract, or having a purchase order, or contract record relating to the subject matter of this approval. (2021-V01)

Motion Passed

9. (2.7) Participation in the South London Air Monitoring Network Pilot Project

Motion made by: E. Pelosa

That the staff report dated July 27, 2021 with respect to the South London Air Monitoring Network Pilot Project BE DEFERRED to the next Civic Works Committee meeting for consideration. (2021-E05)

Motion Passed

10. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at July 19, 2021, BE RECEIVED.

Motion Passed

8.4 11th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 11th Report of the Planning and Environment Committee BE APPROVED, excluding items 11 (2.1), 19 (3.5), 20 (3.6) and 22 (3.8).

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) 3343 Morgan Avenue - Removal of Holding Provisions (Relates to Bill No. 372)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Old Oak Properties, relating to the property located at 3343 Morgan Avenue, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/R6/R7/R10 (h-h-54*h-71*R5-7/R6-5/R7.D100.H45/R10-3.H45) Zone TO a Residential R5/R6/R7/R10 (R5-7/R6-5/R7.D100.H45/R10-3.H45) Zone to remove the "h", "h-54" and "h-71" holding provisions. (2021-D09)

Motion Passed

3. (2.3) 1750 Finley Crescent - Exemption of Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 101, Plan 33M-733 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 101, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;

- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 101, Plan 33M-733 as noted in clause a) above:
- i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the applicant submit a draft reference plan to the Planning and Development Department for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the applicant submits to the Planning and Development Department a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;
 - vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
 - viii) the applicant shall obtain confirmation from the Planning and Development Department that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
 - ix) the applicant shall obtain approval from the Planning and Development Department of each reference plan to be registered prior to the reference plan being registered in the land registry office;
 - x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
 - xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
 - xii) the applicant shall provide a draft transfer of the easements to be registered on title;
 - xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-

established by the repeal of the by-law affecting the Lots/Block in question; and,

xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1750 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

4. (2.4) 1820 Finley Crescent - Exemption from Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 99, Plan 33M-733 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 99, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 99, Plan 33M-733 as noted in clause a) above:
 - i) the applicant be advised that the costs of registration of the said by-laws are to be borne by the applicant in accordance with City Policy;
 - ii) the applicant submit a draft reference plan to the Planning and Development Department for review and approval to ensure the proposed part lots and development plans comply with the regulations of the Zoning By-law, prior to the reference plan being deposited in the land registry office;
 - iii) the applicant submits to the Planning and Development Department a digital copy together with a hard copy of each reference plan to be deposited. The digital file shall be assembled in accordance with the City of London's Digital Submission / Drafting Standards and be referenced to the City's NAD83 UTM Control Reference;
 - iv) the applicant submit each draft reference plan to London Hydro showing driveway locations and obtain approval for hydro servicing locations and above ground hydro equipment locations prior to the reference plan being deposited in the land registry office;
 - v) the applicant submit to the City Engineer for review and approval prior to the reference plan being deposited in the land registry office; any revised lot grading and servicing plans in accordance with the final lot layout to divide the blocks should there be further division of property contemplated as a result of the approval of the reference plan;
 - vi) the applicant shall enter into any amending subdivision agreement with the City, if necessary;

- vii) the applicant shall agree to construct all services, including private drain connections and water services, in accordance with the approved final design of the lots;
- viii) the applicant shall obtain confirmation from the Planning and Development Department that the assignment of municipal numbering has been completed in accordance with the reference plan(s) to be deposited, should there be further division of property contemplated as a result of the approval of the reference plan prior to the reference plan being deposited in the land registry office;
- ix) the applicant shall obtain approval from the Planning and Development Department of each reference plan to be registered prior to the reference plan being registered in the land registry office;
- x) the applicant shall submit to the City, confirmation that an approved reference plan for final lot development has been deposited in the Land Registry Office;
- xi) the applicant shall obtain clearance from the City Engineer that requirements iv), v) and vi) inclusive, outlined above, are satisfactorily completed, prior to any issuance of building permits by the Building Controls Division for lots being developed in any future reference plan;
- xii) the applicant shall provide a draft transfer of the easements to be registered on title;
- xiii) that on notice from the applicant that a reference plan has been registered on a Block, and that Part Lot Control be re-established by the repeal of the bylaw affecting the Lots/Block in question; and,
- xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1820 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

5. (2.5) 1790 Finley Crescent - Exemption of Part-Lot Control

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Kenmore Homes (London) Inc., to exempt Block 100, Plan 33M-733 from Part-Lot Control:

- a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at a future Council meeting, to exempt Block 100, Plan 33M-733 from the Part-Lot Control provisions of subsection 50(5) of the said Act; it being noted that these lands are subject to a registered subdivision agreement and are zoned Residential R4 Special Provision (R4-4(4)) which permits street townhouse dwellings;
- b) the following conditions of approval BE REQUIRED to be completed prior to the passage of a Part-Lot Control By-law for Block 100, Plan 33M-733 as noted in clause a) above:

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

xiv) in accordance with condition v), the applicant provide servicing drawings of municipal servicing to each of the blocks created within 1790 Finley Crescent to indicate that all municipal servicing can be provide to each property/block created without conflict. (2021-D25)

Motion Passed

6. (2.7) 1738, 1752 and 1754 Hamilton Road - Phases 1 and 2
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 Thames Village Joint Venture Corporation, for the subdivision of lands located at 1738, 1752 and 1754 Hamilton Road, north side, south of the Thames River, legally described as Part of Lots 7 & 8, Concession 1; Part of Lot 7, Broken Front Concession "B"; Part of the Road Allowance Between Lots 6 & 7, Broken Front Concession "B" and Concession 1 (Closed by Unregistered By-law 276, dated April, 1875) (Geographic Township of Westminster); all of Lot 1 and Part of Lot 6, and all of the one foot reserve abutting Bobolink Lane Registered Plan No. 747 in the City of London, County of Middlesex:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Thames Village Joint Venture Corporation for the Thames Village Joint Venture Subdivision, Phases 1 and 2 (39T-17502) appended to the staff report dated July 26, 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 July 26, 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 July 26, 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) 613 and 629 Sovereign Road - Deeming By-law (Relates to Bill No. 318)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Spriet Associates London Limited, relating to the properties located at 613 and 629 Sovereign Road:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to deem Lot 26 and Lot 27, Registered Plan No. 33M-251, save and except part of Lot 27, Registered Plan No. 33M-251 designated as Part 1, Plan 33R-17747, City of London, County of Middlesex, not to be a registered

plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P.13;

b) the City Clerk BE DIRECTED to provide notice of the by-law passing and undertake registration of the Deeming By-law, in accordance with the provisions in subsections 50(28) and 50(29) of the Planning Act, R.S.O. 1990, c. P.13; and,

c) the applicant BE REQUIRED to pay for any costs incurred to register the deeming by-law at the Land Registry Office. 2021-D12)

Motion Passed

8. (2.9) 2120 Kains Road (Relates to Bill No. 319)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following action be taken with respect to the application by Sifton Properties Limited, to exempt the following lands from Part Lot Control:

a) pursuant to subsection 50(7) of the Planning Act, R.S.O. 1990, c. P.13, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A", BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021, to exempt part of Block 6 on Registered Plan 33M-429, more accurately described as Parts 3 to 6, inclusive, on Plan 33R-19849, from the Part Lot Control provisions of subsection 50(5) of the said Act; and,

b) the applicant BE ADVISED that the cost of registration of the above-noted By-law is to be borne by the applicant, in accordance with City policy. (2021-D25)

Motion Passed

9. (2.11) 1284 Sunningdale Road West - Foxhollow North Kent Phase 3C - Removal of Holding Provisions h and h-100 (Relates to Bill No. 374)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Foxhollow North Kent Development Inc., relating to the property located at 1284 Sunningdale Road West, the proposed by-law appended to the staff report dated July 26, 2021 BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential Special Provision R1 (h*h-100*R1-3(8)) Zone, a Holding Residential Special Provision R4 (h*h-100*R4-6(14)) Zone, a Holding Residential R1 (h*h-100*R1-3) Zone, and an Open Space (OS1) Zone TO a Residential Special Provision R1 (R1-3(8)) Zone, a Residential Special Provision R4 (R4-6(14)) Zone, a Residential R1 (R1-3) Zone, and an Open Space (OS1) Zone to remove the h and h-100 holding provisions. (2021-D09)

Motion Passed

10. (2.12) 50 Southbridge Drive - Removal of Holding Provisions h, h-100 and h-198 (Relates to Bill No. 375)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Sifton Properties Ltd., relating to the property located at 50 Southbridge Drive, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential Special Provision R5 (h*h-100*h-198*R5-4(22)) and a Holding Residential Special Provision R6 (h*h-100*h-198*R6-5(50)) Zone TO a Residential Special Provision R5 (R5-4(22)) and a Residential Special Provision R6 (R6-5(50)) to remove the h, h-100 and h-198 holding provisions. (2021-D09)

Motion Passed

12. (2.6) 704 and 706 Boler Road (Relates to Bill No. 373)

Motion made by: P. Squire

That, on the recommendation of the Deputy City Manager, based on the application by Southside Construction Management Ltd., relating to a portion of the property located at 704 and 706 Boler Road, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R6 Special Provision (h*R6-1(18)) Zone TO a Residential R6 Special Provision (R6-1(18)) Zone to remove the "h" holding provision. (2021-D09)

Motion Passed

13. (2.13) 704, 706 and 720 Boler Road - Removal of Holding Provision "h" (Relates to Bill No. 376)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Southside Construction Management Ltd., relating to the properties located at 704, 706 and 720 Boler Road, the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential Special Provision R1 (h*R1-9(8)) Zone TO a Residential Special Provision R1 (R1-9(8)) Zone to remove the "h" holding provision. (2021-D09)

Motion Passed

14. (2.10) Proclamation of Amendments to the Ontario Heritage Act, Ontario Regulation 385/21, and draft Ontario Heritage Toolkit

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the staff report dated July 26, 2021 entitled "Proclamation of Amendments to the Ontario Heritage Act, Ontario Regulation 385/21, and draft Ontario Heritage Toolkit" BE RECEIVED for information; it being noted that the communication dated July 23, 2021 from A.M. Valastro, 133 John Street, was received; it being further noted that the request for delegation status was withdrawn. (2021-L11)

Motion Passed

15. (3.1) 450 Wharncliffe Road South (Relates to Bill No's. 320 and 377)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Plaza Retail Reit and The Corporation of the City of London, relating to the property located at 450 Wharncliffe Road South:

a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to DELETE policy Section 4.6.7 iii) – "Specific Service Commercial Areas- Wharncliffe Road South, between Devonshire and Baseline and 425 Wharncliffe Road South";

b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to ADD a policy to Section 4.4.2.11 – "Specific Service Auto-Oriented Commercial Corridors- Wharncliffe Road South, between Devonshire Avenue and Baseline Road West and 425 Wharncliffe Road South" to provide for an expanded range of uses, including automobile sales and service establishment uses to the property located at 425 Wharncliffe Road South; and,

c) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part b) above), to change the zoning of the subject property FROM a Highway Service Commercial (HS2) Zone TO a Highway Service Commercial Special Provision (HS2 (*) Zone to permit the additional uses of Office, Medical/Dental Office, Clinic, Laboratory, Retail Store and Liquor, Beer and Wine Store;

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

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020 which promotes an appropriate range and mix of uses in a settlement area;

- the recommended uses conform to the in-force policies of The London Plan including but not limited to, Our City, Key Directions, and City Building, and will facilitate a wider range of uses in an existing building in the Urban Corridor Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to, Chapter 4 – Policies for Specific Service Auto-Oriented Commercial Corridors, which allows Council to apply specific policies where the change in land use is site specific and located in an Auto-Oriented Corridor where Council wishes to maintain the existing land use designation while allowing for a site-specific uses; and,
- the recommended Zoning By-law Amendment implements an appropriate use and intensity for the site which is compatible with the surrounding area. (2021-D09)

Motion Passed

16. (3.2) 360 Callaway Road - Draft Plan of Vacant Land Condominium (39CD-21504)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Wastell Development Inc., relating to the property located at 360 Callaway Road:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 360 Callaway Road; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 360 Callaway Road; it being pointed out that the Planning and Environment Committee reviewed and received a communication dated July 22, 2021, from E. Abbott, 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 this application for the following reasons:

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

17. (3.3) 355 Middleton Avenue - Draft Plan of Vacant Land Condominium (39CD-21509)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Economic Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 355 Middleton Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 355 Middleton Avenue; and,
- b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 355 Middleton Avenue;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

18. (3.4) 915 UpperPoint Avenue - Draft Plan of Vacant Land Condominium (39CD-21508)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 915 Upperpoint Avenue:

- a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for the Draft Plan of Vacant Land Condominium relating to a property located at 915 Upperpoint Avenue;
- b) the Approval Authority BE ADVISED that the following issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 355 Middleton Avenue:
 - i) a request for the installation of a barrier or vegetation;
 - ii) the increase in traffic and the speed of the traffic;

- iii) the dirt and dust from the ongoing construction to the north of the proposed development;
- iv) the vibration from the excavation; and,
- v) the accumulation of garbage from the ongoing construction;

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

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

- the proposed Vacant Land Condominium is consistent with the Provincial Policy Statement, which directs new development to designated growth areas and areas adjacent to existing development;
- the proposed Vacant Land Condominium conforms to the in-force policies of The London Plan including but not limited to Our Tools, Key Directions, and the Neighbourhoods Place Type policies; and,
- the proposed Vacant Land Condominium conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-Family, Medium Density Residential Designation and will implement an appropriate form of residential development for the site. (2021-D12)

Motion Passed

21. (3.7) 180-186 Commissioners Road West (Relates to Bill No's. 323 and 380)

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 180 Commissioners Road Inc., relating to the property located at 180 – 186 Commissioners Road West:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 105 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;
- b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM a Residential R1 (R1-9) Zone TO a Residential R9 Special Provision (R9-4(_)) Zone;

it being noted that the following site plan matters were raised during the application review process:

- i) the provision of a built form that is located along both the Commissioners Road West and Viscount Road frontages, with units oriented to the street;
- ii) the provision of a building design for both street-facing facades that includes a high level of architectural detail and a

variety of materials and articulation; individual front door style entrances to ground floor units; amenity spaces for individual units at ground level that create a pedestrian-oriented streetscape; and direct walkway connections from ground floor units to the public sidewalk;

- iii) the provision of an appropriately sized common outdoor amenity area for residents;
- iv) the provision of enhanced landscaping in the exterior side yard along Viscount Road, including consideration of such items as a seat wall, arbour, masonry columns and planting or other enhanced features;
- v) the provision of mitigation measures to address privacy issues/conflicts between grade-related patios and the public realm on Commissioners Road West, and between grade-related patios and the surface parking area, exploring opportunities for creating grade separation to better preserve the amenity of the porches/patios and the usability of those spaces for residents;
- vi) the provision of privacy fencing along the east and south property boundaries, where possible when co-ordinated with any tree retention on or adjacent to the property lines, noting the retention of existing trees may be less desirable than the provision of privacy fencing in combination with new enhanced landscaping for screening;
- vii) the provision of enhanced, robust landscaping along the east and south property boundaries for screening, taking into account possible compensation for trees removed from the site prior to the preparation of the Tree Preservation Report; discussions between the applicant and the neighbouring property owners; and the submission of a final Tree Preservation Report;
- viii) the location and design of snow storage areas to retain snow-melt on site;
- ix) possible external updates/modifications on Viscount Road, which may include a pavement marking exercise to implement a left turn lane into the site, and/or signal timing revisions; it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation and the criteria for Policies for Specific Areas which allow Council to address development opportunities through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies; and,

- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2021-D09)

Motion Passed

23. (3.9) Medway Valley Heritage Forest Environmentally Significant Area (OZ-9367) (Relates to Bill No's. 324, 325 and 326)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan:

a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to adopt the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan, appended to the aforementioned staff report, in accordance with London Plan policy 1421;

b) that NO ACTION BE TAKEN with respect to implementing the Green Acres Drive connection to the Medway Valley trail and pathway system at this time;

c) the portion of the pathway and trail system from Gloucester Road (Access A11) to its connection with the pathway in the Valley shown on "Appendix B" of the Medway Valley Heritage Environmentally Significant Area (South) Conservation Master Plan BE DEFERRED to be considered at a future meeting of the Planning and Environment Committee following further consultation and review with the adjacent neighbours, the Upper Thames River Conservation Authority, the Environmental and Ecological Planning Advisory Committee and the Accessibility Advisory Committee:

d) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix 'E' BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the London Plan:

i) change Policy 1719_11 FROM Medway Valley Heritage Forest Site Planning Study TO Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan;

ii) change the Green Space Place Type and Neighbourhoods Place Type on Map 1 – Place Types in conformity with the Medway Valley Heritage Forest ESA (South) Conservation Master Plan adopted above; and,

iii) change the Medway Valley Heritage Forest Environmentally Significant Area on Map 5 – Natural Heritage, in conformity with the Medway Valley Heritage Forest ESA (South) Conservation Master Plan adopted above:

It being noted that The London Plan Map 1 will come into full force and effect concurrent with Map 1 of the London Plan;

e) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix 'F' BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to:

- i) change the Low Density Residential, Multi-family Medium Density Residential, Regional Facility, and Open Space land use designations on Schedule “A”, Land Use in conformity with the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan adopted above; and,
- ii) change the Medway Valley Heritage Forest Environmentally Significant Area on Schedule “B1”, Natural Heritage Features, in conformity with the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan adopted above; and,
- iii) change Policy 19.2.2. ii) to add the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan to the list of guideline documents; and,
- f) the members of Accessibility Advisory Committee, Environmental Ecological Planning Advisory Committee, UTRCA and local First Nations Communities BE THANKED for their work in the review and comments on the Sustainable Trail Concept Plan;

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

- a communication dated July 26, 2021 from G. and S. Sinker, 1597 Gloucester Road;
 - the staff presentation; and,
 - revised pages of the maps included in the staff report;
- it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the attached public participation meeting record made oral submissions regarding these matters. (2021-E18/E20)

Motion Passed

24. (4.1) 5th Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That the 5th Report of the Trees and Forests Advisory Committee, from its meeting held on June 23, 2021 BE RECEIVED for information.

Motion Passed

25. (4.2) 7th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That, the following actions be taken with respect to the 7th Report of the London Advisory Committee on Heritage, from its meeting held on July 14, 2021:

- a) the following actions be taken with respect to the Notice of Planning Application, dated June 16, 2021, from C. Maton, Senior Planner, with respect to a Zoning By-law Amendment for the properties located at 551-555 Waterloo Street:
 - i) C. Maton, Senior Planner, BE ADVISED that the London Advisory Committee on Heritage is satisfied with the research, assessment and conclusions of the Heritage Impact Assessment (HIA) included with the above-noted Notice of Planning Application and is in support of this development; and,

- ii) the above-noted Notice of Planning Application BE RECEIVED;
- b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated July 14, 2021, related to an application under Section 42 of the Ontario Heritage Act seeking approval to alter the heritage designated property located at 329-331 Richmond Street, located within the Downtown Heritage Conservation District:
- i) the alterations BE PERMITTED, as submitted, with the following terms and conditions:
- the cast iron columns be braced and protected in situ, as described in the Conservation Plan (Cornerstone Architecture and VanBoxmeer & Stranges, dated June 1, 2021), as appended to the above-noted staff report; and,
 - the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;
- ii) direction BE GIVEN to the Site Plan Approval Authority to include a clause regarding the following within the Development Agreement (DA) For the Site Plan Approval:
- alterations to the property shall conform to the Heritage Alteration Permit (HAP21-049-L); and,
- the approach, methods, and process of the in situ conservation of the cast iron columns and arched entryway feature of the property at 329 Richmond Street, before, during, and after construction, shall conform to the Conservation Plan (Cornerstone Architecture and VanBoxmeer & Stranges, dated June 1, 2021), appended to the Heritage Alteration Permit; and,
- c) clauses 1.1, 2.1 to 2.5, inclusive, 2.7, 3.2, 4.1 and 4.2 BE RECEIVED for information.

Motion Passed

11. (2.1) Oxford Wonderland Secondary Plan - Terms of Reference

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

That the Civic Administration BE DIRECTED to prioritize the development of the secondary plan for the Wellington Gateway corridor and BE DIRECTED to report back at a future meeting of the Planning and Environment Committee with respect to the timing of future secondary plan development that prioritizes the “transit village” place types identified in the London Plan; it being noted that the draft Terms of Reference for the Oxford Wonderland Secondary Plan, as outlined in the staff report dated July 26, 2021, would be included in the aforementioned report back.

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

Nays: (1): S. Turner

Motion Passed (14 to 1)

19. (3.5) 414-418 Old Wonderland Road (Z-9293) (Relates to Bill No. 378)

Councillor A. Kayabaga leaves the meeting.

Motion made by: P. Squire

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of Four Fourteen Inc. relating to the property located at 414-418 Old Wonderland Road:

a) the proposed, revised, ~~attached~~ by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on August 10, 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 Residential R1 (R1-10) Zone and an Urban Reserve (UR1) Zone TO a to a holding Residential R5 Special Provision (h-5*R5-7(_)) Zone and an Open Space (OS5) Zone;

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

i) board on board fencing along the east, north and south property boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;

ii) ensure naturalization with feature restoration and compensation is required to be completed by the landowner in accordance with the mitigation measures in the recommendations of the Environmental Impact Assessment and City Ecologist;

iii) ensure that in the development agreement it is clear that the restoration and compensation areas are to be protected in a natural state and not manicured; and,

iv) a small berm should be created along the edges of the storage area to direct flows back to the road surface and not towards the pond feature to the north; and,

b) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the site concept submitted with the 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 this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-

Family Medium Density Residential designation and Environmental Policies;

- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of development; and,
- the subject lands represent an appropriate location for intensification in the form of townhouses, at an intensity that is appropriate for the site and surrounding neighbourhood. (2021-D09)

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

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelosa

Absent: (1): A. Kayabaga

Motion Passed (8 to 6)

20. (3.6) 400 Southdale Road East (OZ-9261) (Relates to Bill No's. 321, 322 and 379)

Councillor A. Kayabaga returns to the meeting.

Motion made by: P. Squire

That, on the recommendation of the Acting Manager, Planning Implementation, the following actions be taken with respect to the application by LJM Developments, relating to the property located at 400 Southdale Road East:

- a) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend the 1989 Official Plan to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" that would modify the 'Neighbourhood Commercial Node' designation to permit residential units on the ground floor and an increased density of 462 units per hectare on the subject lands located at 400 Southdale Road East;
- b) the proposed by-law appended to the staff report dated July 26, 2021 as Appendix "B" BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend The London Plan to create a special policy area in the Neighbourhoods Place Type at 400 Southdale Road East to permit an apartment building with residential uses on the ground floor, a height of 7-storeys (29.2m including the mechanical penthouse) and a density of 462 units per hectare and by ADDING the subject lands to Map 7 – Specific Policies Areas – of The London Plan;
- c) the proposed revised, ~~attached~~, by-law (Appendix "C") BE INTRODUCED at the Municipal Council meeting to be held on August 10, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in parts a) and b) above), to change the zoning of the subject property FROM a Service Station (SS2) Zone TO holding Residential R9 (h-5*R9-1*B-) Zone; it being noted that the following Site Plan matters have been raised through the application review process to be addressed through the Site Plan Approval process:
 - i) enhanced provision of boundary landscaping and board on board fencing along boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;

- ii) consideration of more surface parking for visitors; and,
- iii) address an existing license agreement and the existing private sanitary sewer and PDC that bisects the subject property that services adjacent lands, namely servicing in favor of 456 Southdale Road East, through updates to the Sanitary Study and through detailed design that ensures this existing service in favour of the adjacent lands will be maintained or rerouted and uninterrupted connecting to the municipal sewer on Dundalk. A clause in the future development agreement will be included regarding an easement agreement between 400 Southdale Road East and 456 Southdale Road East and all servicing details are to be included in the engineering site servicing drawings;
- d) the Bonus Zone shall be enabled through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 7-storeys with mechanical penthouse, 181 dwelling units and a maximum density of 462 units per hectare, which substantively implements the Site Plan and Elevations appended to the staff report dated July 26, 2021 as Schedule “1” to the amending by-law in return for the following facilities, services and matters:

A) Exceptional Building Design

the building design shown in the various illustrations contained in Schedule “1” of the amending by-law is being bonused for features which serve to support the City’s objectives of promoting a high standard of design;

- i) the building oriented to the corner of Southdale Road East and Dundalk Street providing a well-defined built edge and creating a positive public interface and human scale at street level;
- ii) the inclusion of building step backs, from 7-storeys to 6-storeys and 5-storeys with a variety of building materials and building articulation to break up the massing of the building; and,
- iii) purpose-designed amenity space on top of the apartment building and/or parking structure;

B) Underground Parking

C) Provision of Affordable Housing by requiring that LJM Developments enter into an agreement with the Corporation of the City of London (“the City”) to facilitate the transfer of ownership at no cost of four (4) new one-bedroom condominium units constructed within the development for the purposes of affordable housing, in a form prescribed by the City;

it being noted that a future development agreement will provide for the four new one-bedroom units and will include the following through further agreements as necessary:

- assurances of the specific location, size, fixtures, and features of the bonus units are defined as to the City’s satisfaction. This includes any common and general attributes, (such as storage lockers, parking, or other building resident amenities) for each bonus unit;
- a purchase agreement, inclusive of securities as applicable, reflecting the process for the no-cost transfer of the 4 new one-bedroom units and any associated services and features upon condominium plan registration, in a form satisfactory to the City; and,
- confirmation that the associated condominium declaration and by-laws shall in no way limit the use and function of the units for

affordable rental housing in accordance with applicable residential rental laws;

it is further recognized that, upon ownership, the City will retain and maintain the units within the function and business of affordable rental housing as managed through the City's Housing Stability Services. The City, as owner, would therefore be required to address costs associated with condominium and other standard fees. These factors have been considered within the bonus provisions and will be subject to separate reporting and details;

d) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c. P.13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the same range of uses for which public notification has been given albeit at a lower intensity;

it being noted 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 this application for the following reasons:

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node;
- the recommended Zoning By-law amendment conforms to the policies of The London Plan and 1989 Official Plan upon approval of the recommended amendment.
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and Primary Transit Area; and,
- the recommended amendment facilitates the development of four (4) affordable housing units that will help in addressing the growing need for affordable housing in London. The recommended amendment is in alignment with the Housing Stability Action Plan 2019-2024 and Strategic Area of Focus 2: Create More Housing Stock. (2021-D09)

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

Nays: (1): E. Pelosa

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

22. (3.8) 1047-1055 Dearness Drive

Councillor A. Kayabaga leaves the meeting.

Motion made by: P. Squire

Seconded by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application of Leo, Maria and Christine Viglianti relating to the property located at 1047 – 1055 Dearness Drive:

a) the proposed by-law ~~attached~~ hereto as Appendix "A" BE INTRODUCED at the Municipal Council meeting on August 10, 2021 to amend the Official Plan for the City of London Planning Area – 1989 to change the designation of the subject lands FROM a Low Density Residential designation TO a Multi-family, Medium Density Residential designation and by ADDING a policy to Section 3.5. – Policies for Specific Residential Areas to permit a maximum residential density of 134 units per hectare to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan;

b) the proposed by-law ~~attached~~ hereto as Appendix "B" BE INTRODUCED at the Municipal Council meeting on August 10, 2021 to amend Zoning By-law No. Z.-1, in conformity with the Official Plan for the City of London as amended in part (a) above, to change the zoning of the subject property FROM a Residential R1 (R1-4) and a Residential R2/Office Conversion (R2-2/OC5) Zone, TO a Residential R9 Bonus (R9-1()*H19*B-) Zone; The Bonus Zone shall be implemented through one or more agreements to facilitate the development of a high quality residential apartment building, with a maximum height of 6 storeys and a maximum height of 26 metres, 55 dwelling units and a maximum density of 134 units per hectare, which substantively implements the Site Plan, Renderings, Elevations and Views, ~~attached~~ as Schedule "1" to the amending by-law and provides for the following:

1) Exceptional Building and Site Design

i) a built form located along Bradley Avenue and Dearness Drive that establishes a built edge with street-oriented units and active uses along those frontages;

ii) an architectural feature/massing/building articulation that addresses and emphasizes the intersection of Bradley Avenue and Dearness Drive;

iii) an active edge along the Bradley Avenue frontage including a well-defined principal entrance and individual front entrances to the ground floor apartment units;

iv) lockable "front door" style ground floor doors that open into ground floor private amenity spaces designed to extend into setbacks as front porches or courtyards;

v) ground floor patio enclosures using semi-transparent materials with a height of no more than 1 metre to provide views and passive surveillance into the public streetscape;

vi) a step-back above the 5th storey for a portion of the building along both street frontages providing a human-scale along the streets;

vii) articulated facades including recesses, projections, balconies and terraces to provide depth and variation in the built form to enhance the pedestrian environment;

viii) a variety of materials, textures and articulation along building façade(s) to highlight different architectural elements and provide interest and human-scale rhythm along the street frontages;

ix) a significant setback from the property to the north aiding smooth transition from the mid-rise building to the low-rise residential to the north;

x) common outdoor amenity space at ground level and using rooftop terraces located to protect the privacy of adjacent properties.

xi) an enhanced landscape buffer for the length of the north property line, between the parking ramp and the properties to the north, as well as an enhanced buffer to screen parking where it is visible from the street, noting that the Access Management Guidelines will require that the location of the proposed driveway, parking area and ramp will deviate from the locations shown on Schedule "1"; and,

xii) limited surface parking located away from the major street frontage and providing most of the parking within an underground structure.

2) Provision of Affordable Housing

i) A total of two (2) one-bedroom units and two (2) two-bedroom units will be provided for affordable housing;

ii) Rents not exceeding 85% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;

iii) The duration of affordability set at 50 years from the point of initial occupancy;

iv) The proponent enter into a Tenant Placement Agreement (TPA) with the City of London to align the affordable units with priority populations;

v) These conditions to be secured through an agreement registered on title with associated compliance requirements and remedies.

c) IT BEING NOTED that the following site plan matters were raised during the application review process:

i) ensure the site is configured to provide an adequate buffer between ground floor units and the public streets and rear parking area to accommodate a landscape buffer and minor grade separation (i.e. steps to porch or courtyard) to provide residential amenity and ensure a reasonable level of privacy;

ii) consideration during the driveway realignment required to comply with the Access Management Guidelines, of the potential to preserve existing trees located on/near the Dearness Drive property line. That as part of those considerations, a tree preservation report be required at the site plan stage to inform the final co-ordinated driveway design and landscaping plans,

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;

- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions, and Neighbourhoods Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Multi-family, Medium Density Residential designation and the Policies for Specific Residential Areas which allow Council to address development opportunities through specific policies that provide additional guidance to the general Multi-family, Medium Density Residential policies;
- the recommended amendment secures units for affordable housing through the bonus zone; and,
- the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development.

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

Nays: (1): S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

8.5 11th Report of the Strategic Priorities and Policy Committee

At 5:36 PM, Councillor A. Kayabaga returns to the meeting.

Motion made by: J. Morgan

That the 11th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding item 7 (5.1).

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

Motion Passed (15 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) 2020 Performance Report and May 2021 Semi-Annual Progress Report

Motion made by: J. Morgan

That, on the recommendation of the City Manager, the staff report dated July 28, 2021 including the 2020 Performance Report, May 2021 Semi-Annual Progress Report BE RECEIVED for information.

Motion Passed

3. (2.2) Municipal Accommodation Tax - Required Annual Report

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, Tourism's London annual report on the expenditure of Municipal Accommodation Tax revenues BE RECEIVED for information.

Motion Passed

4. (2.3) Diversity Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That the following actions be taken with respect to the 3rd and 4th Reports of the Diversity Inclusion and Anti-Oppression Advisory Committee from its meetings held on June 17 and July 15, 2021, respectively:

a) clauses 1.1, 1.2, 2.1, 2.2, 3.1, 3.2, 3.3, 4.1 and 4.2, inclusive of the 3rd Report of the Diversity Inclusion and Anti-Oppression Advisory Committee BE RECEIVED;

b) the following actions be taken with respect to the Election of Community Diversity and Inclusion Strategy (CDIS) Leadership Table Representative:

i) the Civic Administration BE REQUESTED to attend the next Diversity, Inclusion and Anti-Oppression Advisory Committee to provide an overview of CDIS; and,

ii) the election of the representative BE POSTPONED to the next meeting;

c) clauses 1.1, 1.2, 2.1, 2.2, 3.1, 4.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 6.1 of the 4th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee BE RECEIVED.

Motion Passed

5. (4.1) Roula Hawa, Mischa Mackie (Schlemmer) and Reeti Chopra - Housing and Homelessness Crisis

Motion made by: J. Morgan

The following actions be taken with respect to the delegation from Roula Hawa, Mischa Mackie (Schlemmer) and Reeti Chopra related to the Housing and Homelessness Crisis in London:

a) the above-noted presentation BE RECEIVED: and,

b) the recommendations forming part of the presentation BE FORWARDED to the Civic Administration, for consideration and potential implementation, including but not limited to participation in the knowledge-exchange activities related to this report.

Motion Passed

6. (4.2) Consideration of Appointment to the London & Middlesex Community Housing Board

Motion made by: J. Morgan

That Councillor J. Morgan BE APPOINTED to the London & Middlesex Community Housing Board for the term ending November 15, 2022.

Motion Passed

8. (5.2) Regional Transportation and Mobility Across Southwestern Ontario

Motion made by: J. Morgan

That, the following actions be taken with respect to the communication dated July 27, 2021 from Mayor E. Holder and Deputy Mayor J. Morgan regarding the Regional Transportation and Mobility across Southwestern Ontario:

a) the Civic Administration BE DIRECTED to develop a conceptual framework for a Regional Transportation/Mobility Hub in downtown London, including working with London Transit to explore potential connections between a regional transportation/mobility hub and local City of London transit routes, including the proposed bus rapid transit system, for Council's consideration; and,

b) the Mayor BE REQUESTED to engage with the Southwest Ontario Transportation Task Force membership on the opportunity of positioning the City of London as a Regional Transportation/Mobility Hub for consideration by the Province of Ontario under the Connecting the Southwest: A Draft Transportation Plan for Southwestern Ontario.

Motion Passed

7. (5.1) Consideration of Vaccine Mandates

Motion made by: J. Morgan

That the communication dated July 26, 2021 from Councillor M. van Holst BE RECEIVED and no further action BE TAKEN.

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

Nays: (1): M. van Holst

Motion Passed (14 to 1)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

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

That Introduction and First Reading of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Second Reading of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Third Reading and Enactment of Bill No.'s 312 to 380, excluding Bill No. 378, and the Added Bill No.'s 385 to 386, BE APPROVED.

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

Motion Passed (15 to 0)

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

That Introduction and First Reading of Bill No. 378 BE APPROVED.

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

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelozza

Motion Passed (9 to 6)

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

That Second Reading of Bill No. 378 BE APPROVED.

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

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelosa

Motion Passed (9 to 6)

Motion made by: S. Hillier

Seconded by: J. Helmer

That Third Reading and Enactment of Bill No. 378 BE APPROVED.

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

Nays: (6): M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, S. Turner, and E. Pelosa

Motion Passed (9 to 6)

4. Council, In Closed Session

Motion made by: M. Cassidy

Seconded by: E. Pelosa

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

4.1 Personal Matters / Identifiable Individual

A matter pertaining to personal matters about identifiable individuals, including municipal or local board employees, with respect to the Awarding of the 2021 Queen Elizabeth Scholarships. (6.1/11/CPSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.1/13/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. (6.2/13/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.
(6.3/13/CSC)

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

A matter pertaining to the proposed or pending disposition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.
(6.4/13/CSC)

4.6 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation with respect to litigation currently before the Superior Court of Justice, Court file No. 2278/18 and 2278/18-A1 affecting the municipality in relation to the Bradley Avenue West Extension and Wharncliffe Road South Improvements. (6.1/10/CWC)

4.7 Litigation / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation; advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation with respect to litigation currently before the Superior Court of Justice, Court file 783/19 affecting the municipality in relation to the 2016 Sarnia Road Improvements. (6.2/10/CWC)

Motion Passed

The Council rises and convenes, In Closed Session, from 5:58 PM to 6:19 PM.

At 5:58 PM, Mayor E. Holder places Councillor J. Morgan in the Chair, and leaves the meeting.

9. Added Reports

9.1 11th Report of Council in Closed Session

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

1. Awarding of the 2021 Queen Elizabeth Scholarships

That the following actions be taken in connection with the awarding of the 2021 Queen Elizabeth Scholarships:

a) in recognition of achieving the highest scholastic achievement in their graduating year, the following student BE AWARDED the 2021 Queen Elizabeth Scholarship, in the amount shown:

Cindy Sun, London Central Secondary School (99.67%) - \$2,000

b) notwithstanding Council Policy 1(3), which provides for Queen Elizabeth Scholarships in the amount of \$2,000 each, to be granted by the City of London in each school year, for admission to any University, to the two students with the highest scholastic achievement, the following four students BE AWARDED the 2021 Queen Elizabeth Scholarships, in the amounts shown:

Caitlyn Pringle, H.B. Beal Secondary School (99.50%) - \$2,000

Mia Scherba, H.B. Beal Secondary School (99.50%) - \$2,000

Anlun Guo, London Central Secondary School (99.50%) - \$2,000
Nadeen Shilbayeh, Oakridge Secondary School (99.50%) - \$2,000

c) the additional \$6,000 Scholarships BE FUNDED through the City's 2021 Operating Budget.

2. Settlement Agreement - 1679 Richmond Street - Fanshawe Park Road and Richmond Street Intersection Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Deputy City Manager, Environment and Infrastructure, and the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, the following actions be taken with respect to the property located at 1679 Richmond Street, further described as Part of lot 33, Registrar's Compiled Plan 1029, in the City of London, County of Middlesex, described as Parts 1,2, 3 and 4, Plan ER-1383810, being part of PIN 08066-0183 (LT), as shown on the location map attached as Appendix "B", for the purpose of future road improvements for the project known as the Fanshawe Park Road and Richmond Street Intersection Improvements Project, as follows:

a) the Settlement Agreement, attached as Appendix "C", submitted by Suncor Energy Inc., as full and final compensation for the market value of the land expropriated from the subject property, for the sum of \$126,000.00 BE ACCEPTED, and subject to the following conditions:

i) the City agreeing to pay the Vendor's reasonable legal, appraisal costs, disbursements and applicable taxes, as incurred to complete this transaction;

ii) the City agreeing to pay a further sum of \$20,000.00 as disturbance damages for the loss of any and all trees, shrubs and landscaping located within the Property; and

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

3. Property Acquisition – 19 Dingman Drive

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Parks and Forestry, on the advice of the Director, Realty Services, with respect to the property located at 19 Dingman Drive, further described as Part South 1/2 Lot 19, Concession 3 as in 496032; LONDON/WESTMINISTER, being all of PIN 08204-0131 (LT) and all of PIN 08204-0132 (LT), located in the City of London, County of Middlesex, Province of Ontario, with an area of approximately 33.5 acres as shown on the location map attached as Appendix "B", for the purpose of a future south west district sports park, the following actions be taken:

a) the offer submitted by Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, Zsofia Sefcsik (the "Vendors"), to sell the subject property to the City, for the sum of \$1,750,000.00 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 – 1710 Wilton Grove Road, London

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, and with the concurrence of the Interim Director, Economic Services and Supports, with respect at 1710 Wilton Grove Road, containing an area of approximately 64 acres, legally described as being Part of Lot 12 Concession 2; Designated Part 1, 33R9191 Formerly in the Town of

Westminster now in the City of London, County of Middlesex being all of PIN 081990006 together as outlined on the sketch attached hereto as Appendix "C", the following actions be taken:

a) the Agreement of Purchase and Sale (the "Agreement"), submitted by Karen Auzins and Eric Auzins (the Vendors) to sell the subject property to the City, for the sum of \$4,160,000.00 BE ACCEPTED which the Agreement is attached as Appendix "B"; and,

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

5. Property Disposition – Surplus Land – East Side Purser Street

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 surplus land located south of east side of Purser Street, an area of approximately 0.08 acres, and legally described as Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 as outlined on the Location Map attached hereto as Appendix "A", and the Agreement of Purchase and Sale (the "Agreement") attached as Appendix "B", as submitted by Drewlo Holdings Inc. (the "Purchaser"), to purchase the subject property from the City, at a purchase price of \$125,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement.

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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

Motion made by: P. Van Meerbergen

Seconded by: A. Hopkins

That Introduction and First Reading of the Added Bill No.'s 381 to 384 BE APPROVED.

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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

Motion made by: E. Pelozo

Seconded by: J. Helmer

That Second Reading of the Bill No. Added Bill No.'s 381 to 384 BE APPROVED.

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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

Motion made by: S. Lewis

Seconded by: M. Cassidy

That Third Reading and Enactment of the Bill No. Added Bill No.'s 381 to 384 BE APPROVED.

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

Absent: (1): Mayor E. Holder

Motion Passed (14 to 0)

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

Bill No. 312	By-law No. A.-8145-216 – A by-law to confirm the proceedings of the Council Meeting held on the 10th day of August, 2021. (City Clerk)
Bill No. 313	By-law No. A.-8146-217 – A by-law to authorize the Mayor and City Clerk to execute an Agreement between The Corporation of the City of London and the local power distribution company (London Hydro) with respect to the connection of power generation at Greenway Wastewater Treatment Plant. (2.3/10/CWC)
Bill No. 314	By-law No. A.-6123(e)-218 – A by-law to provide for a Lead Service Extension Replacement Loan Program for residential properties of three or less dwelling units. (2.6/10/CWC)
Bill No. 315	By-law No. A.-6151(z)-219 – A by-law to amend By-law No. A.-6151-17, as amended, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001”, by deleting and replacing Schedule “B” – “Hiring of Employees Policy”. (2.6a/13/CSC)
Bill No. 316	By-law No. A.-6151(aa)-220 – A by-law to amend By-law No. A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting and replacing Schedule “E”, being “Public Notice Policy”. (2.6a/13/CSC)
Bill No. 317	By-law No. A.-6151(ab)-221 – A by-law to amend By-law No. A.-6151-17, being “A by-law to establish policies for the sale and other disposition of land, hiring of employees, procurement of goods and services, public notice, accountability and transparency, and delegation of powers and duties, as required under section 270(1) of the Municipal Act, 2001” by deleting and replacing Schedule “F”, being the Accountability and Transparency to the Public Policy. (2.6a/13/CSC)
Bill No. 318	By-law No. C.P.-1566-222 – A by-law to deem a portion of Registered Plan No. 33M-251 not to be a registered plan of subdivision for the purposes of subsection 50(3) of the Planning Act, R.S.O. 1990, c. P13. (2.8/11/PEC)
Bill No. 319	By-law No. C.P.-1567-223 – A by-law to exempt from Part-lot Control lands located on the east side of Kains Road, north of Shore Road; being composed of Part of Block 6 on Registered Plan No. 33M-429, more accurately described as Parts 3 to 6, inclusive, on Plan 33R-19849, in the City of London, County of Middlesex. (2.9/11/PEC)
Bill No. 320	By-law No. C.P.-1284(vy)-224 – A by-law to amend the Official Plan for the City of London, 1989 relating to 450 Wharnccliffe Road South. (3.1a&b/11/PEC)

Bill No. 321	By-law No. C.P.-1284(vz)-225 – A by-law to amend the Official Plan for the City of London, 1989 relating to 400 Southdale Road East. (3.6a/11/PEC)
Bill No. 322	By-law No. C.P.-1512(al)-226 – A by-law to amend The London Plan for the City of London, 2016 relating to relating to 400 Southdale Road East. (3.6b/11/PEC)
Bill No. 323	By-law No. C.P.-1284(wa)-227 – A by-law to amend the Official Plan for the City of London, 1989 relating to 180 – 186 Commissioners Road West. (3.7a/11/PEC)
Bill No. 324	By-law No. C.P.-1568-228 – A by-law to adopt the Medway Valley Heritage Forest Environmentally Significant Area (South) Conservation Master Plan. (3.9a/11/PEC)
Bill No. 325	By-law No. C.P.-1512(am)-229 – A by-law to amend The London Plan for the City of London, 2016 for the Medway Valley Heritage Forest Environmentally Significant Area (South). (3.9d/11/PEC)
Bill No. 326	By-law No. C.P.-1284(wb)-230 – A by-law to amend the Official Plan for the City of London, 1989 for the Medway Valley Heritage Forest Environmentally Significant Area (South). (3.9e/11/PEC)
Bill No. 327	By-law No. CPOL.-18(d)-231 – A by-law to amend By-law No. CPOL.-18-214, as amended, being “Mayor’s New Year’s Honour List Policy”, to clarify eligibility criteria for nomination. (2.6a/13/CSC)
Bill No. 328	By-law No. CPOL.-29(a)-232 – A by-law to amend By-law No. CPOL.-29-225, as amended, being “Grants to Centennial Hall”, to remove outdated language. (2.6a/13/CSC)
Bill No. 329	By-law No. CPOL.-30(a)-233 – A by-law to amend By-law No. CPOL.-30-226, as amended, being “Reduced Rental Rates for Non-Profit Groups”, to update staff titles and reference to the Fees and Charges By-law. (2.6a/13/CSC)
Bill No. 330	By-law No. CPOL.-31(a)-234 – A by-law to amend By-law No. CPOL.-31-227, as amended, being “Objectives of Centennial Hall”, to add clarifying language in section 4(b). (2.6a/13/CSC)
Bill No. 331	By-law No. CPOL.-33(a)-235 – A by-law to amend By-law No. CPOL.-33-229, as amended, being “Lessee Protection and Non-Competitive Clauses”, to change the title to “Lessee Protection and Non-Competitive Clauses – Centennial Hall” to reflect the scope of the policy. (2.6a/13/CSC)
Bill No. 332	By-law No. CPOL.-38(a)-236 – A by-law to amend By-law No. CPOL.-38-234, as amended, being “London Community Grants Policy”, to delete reference to Housing Development Corporate, London (HDC) in section 4.3(b)(v). (2.6a/13/CSC)
Bill No. 333	By-law No. CPOL.-39(b)-237 – A by-law to amend By-law CPOL.-39-235 being “Investment Policy”. (2.5/13/CSC)

Bill No. 334	By-law No. CPOL.-43(a)-238 – A by-law to amend By-law No. CPOL.-43-239, as amended, being “Identification of Operating Surpluses – Boards and Commissions”, to align wording in applicability and policy sections with the budget monitoring process. (2.6a/13/CSC)
Bill No. 335	By-law No. CPOL.-45(b)-239 – A by-law to amend By-law No. CPOL.-45-241, as amended, being “Multi-Year Budget Policy”, to update definition and policy sections, and to clarify applicability to the property tax supported as well as water and wastewater budgets. (2.6a/13/CSC)
Bill No. 336	By-law No. CPOL.-46(b)-240 – A by-law to amend By-law No. CPOL.-46-242, as amended, being “Surplus/Deficit Policy”, to add clarifying language in the policy section and renumber accordingly. (2.6a/13/CSC)
Bill No. 337	By-law No. CPOL.-47(a)-241 – A by-law to amend By-law No. CPOL.-47-243, as amended, being “Assessment Growth Policy” to provide for strengthened eligibility criteria and for the prioritization of requests. (2.6a/13/CSC)
Bill No. 338	By-law No. CPOL.-48(a)-242 – A by-law to amend By-law No. CPOL.-48-244, as amended, being “Debt Management Policy”, to add intergenerational equity and maintaining a strong credit rating to objectives, and to add clarifying language in the policy section. (2.6a/13/CSC)
Bill No. 339	By-law No. CPOL.-52(a)-243 – A by-law to amend By-law No. CPOL.-52-248, as amended, being “Capital Budget and Financing Policy”, to update the definitions and the policy sections. (2.6a/13/CSC)
Bill No. 340	By-law No. CPOL.-71(b)-244 – A by-law to amend By-law No. CPOL.-71-303, as amended, being “Appointment of Council Members to Standing Committees of Council and Various Civic Boards and Commissions Policy” to redefine the Council Year to align with the Council Term as set out in the Municipal Elections Act, 1996, as amended. (2.6a/13/CSC)
Bill No. 341	By-law No. CPOL.-77(b)-245 – A by-law to amend By-law No. CPOL.-77-309, as amended, being “Legal Services and Accounts”, to change claim amount to align with thresholds in the Procurement Policy. (2.6a/13/CSC)
Bill No. 342	By-law No. CPOL.-80(a)-246 – A by-law to amend By-law No. CPOL.-80-312, as amended, being “Dedication of Fire Stations”, to update applicability by changing the number of fire stations from seven to six. (2.6a/13/CSC)
Bill No. 343	By-law No. CPOL.-114(d)-247 – A by-law to amend By-law No. CPOL.-114-366, as amended, being “Flags at City Hall Policy”, to clarify that flags at the back entrance of City Hall are to be removed over the winter. (2.6a/13/CSC)

Bill No. 344	By-law No. CPOL.-123(b)-248 – A by-law to amend By-law No. CPOL.-123-375, as amended, being “Promotion of Corporate Products to City Employees” to change the policy title to “Promotion of Corporate Products or Services to City Employees”, and to update general guidelines. (2.6a/13/CSC)
Bill No. 345	By-law No. CPOL.-139(a)-249 – A by-law to amend By-law No. CPOL.-139-391, as amended, being “Gender Equity in Recreation Services”, to modernize language in three definitions (2.2 to 2.4), and to add a section 4.iii under Policy to address removing barriers. (2.6a/13/CSC)
Bill No. 346	By-law No. CPOL.-140(a)-250 – A by-law to amend By-law No. CPOL.-140-392, as amended, being “Financial Assistance for Program Activity Fees”, to update and clarify language, to add a new section 4.11 concerning applicants receiving financial assistant from the province, and to renumber the sections accordingly. (2.6a/13/CSC)
Bill No. 347	By-law No. CPOL.-145(a)-251 – A by-law to amend By-law No. CPOL.-145-397, as amended, being “Policy for waiving or reducing fees for use of city owned community centres and recreation facilities” to change the policy title to “Request to Waive or Reduce Facility Rental Fees”. (2.6a/13/CSC)
Bill No. 348	By-law No. CPOL.-156(b)-252 – A by-law to amend By-law No. CPOL.-156-408, as amended, being “Mayor – Contracted Staff”, to add clarifying language about benefits. (2.6a/13/CSC)
Bill No. 349	By-law No. CPOL.-167(b)-253 – A by-law to amend By-law No. CPOL.-167-419, as amended, being “Urban Design Awards”, to add language to include virtual processes and to clarify selection process for People’s Choice Award (Student). (2.6a/13/CSC)
Bill No. 350	By-law No. CPOL.-170(a)-254 – A by-law to amend By-law No. CPOL.-170-422, as amended, being “Notices of OPA and ZBA Received From Other Municipalities”, to clarify that where there are no municipal concerns identified by the Director, Planning & Development, no response or further action is required. (2.6a/13/CSC)
Bill No. 351	By-law No. CPOL.-185(b)-255 – A by-law to amend By-law No. CPOL.-183-435, as amended, being “Leasing and Licencing of City-Owned Land”, to incorporate wording from policy to be repealed “Leasing Parkland”. (2.6a/13/CSC)
Bill No. 352	By-law No. CPOL.-188(b)-256 – A by-law to amend By-law No. CPOL.-188-440, as amended, being “Real Property Acquisition Policy”, to incorporate changes to legislation. (2.6a/13/CSC)
Bill No. 353	By-law No. CPOL.-193(c)-257 – A by-law to amend By-law No. CPOL.-193-445, as amended, being “City of London Community Suite Policy” by deleting and replacing Schedule A. (2.6a/13/CSC)

Bill No. 354	By-law No. CPOL.-202(b)-258 – A by-law to amend By-law No. CPOL.-202-454, as amended, being “Discretionary Benefits”, to address the intent of the policy and the new provincial model towards life stabilization. (2.6a/13/CSC)
Bill No. 355	By-law No. CPOL.-368(a)-259 – A by-law to amend By-law No. CPOL.-368-372, being “Reserve and Reserve Fund Policy”, to update policy section to ensure policy directive for external loans and refinements to principles to be considered if Council approves external loans. (2.6a/13/CSC)
Bill No. 356	By-law No. CPOL.-378(a)-260 – A by-law to amend By-law No. CPOL.- 378-473, being “Access and Privacy Policy” by deleting and replacing Schedule “A”. (2.6a/13/CSC)
Bill No. 357	By-law No. CPOL.-383(a)-261 – A by-law to amend By-law No. CPOL.-383-90, being “Code of Conduct for Members of Council” by deleting and replacing Schedule “A”. (2.6a/13/CSC)
Bill No. 358	By-law No. CPOL.-396(a)-262 – A by-law to amend By-law No. CPOL.-396-7, being “Respectful Workplace Policy (Anti-Harassment/ Anti-Discrimination)”, to add clarifying language. (2.6a/13/CSC)
Bill No. 359	By-law No. CPOL.-403-263 – A by-law to repeal By-Law No. CPOL.-131-383, as amended, being “Leasing Parkland”, as this Policy has been incorporated into the Policy titled “Leasing and Licensing of City Owned Land”. (2.6b/13/CSC)
Bill No. 360	By-law No. CPOL.-404-264 – A by-law to repeal By-Law No. CPOL.-138-390, being “Parkland Accounts”, as the Policy is redundant as the information is contained in other legislation or other policies. (2.6b/13/CSC)
Bill No. 361	By-law No. CPOL.-405-265 – A by-law to repeal By-Law No. CPOL.-233-50, as amended, being the Policy titled “Siting of Safe Consumption Facilities and Temporary Overdose Prevention Sites in London”, as the Policy is redundant as the London Plan policies 1099A-1099F are now in force and effect. (2.6b/13/CSC)
Bill No. 362	By-law No. CPOL.-406-266 – A by-law to repeal By-Law No. CPOL.-132-384, as amended, being the Policy titled “Value of Parkland Dedication”, as the Policy is redundant as the information is contained in the Policy titled “Parkland Dedication Cash in lieu”. (2.6b/13/CSC)
Bill No.363	By-law No. PS-113-21071 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2a/10/CWC)
Bill No.364	By-law No. PS-113-21072 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2b/10/CWC)
Bill No. 365	By-law No. PS-113-21073 – A by-law to amend By-law PS-113 entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London.” (2.2c/10/CWC)

Bill No. 366	By-law No. S.-6131-267 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Chesterfield Avenue and Veronica Avenue) (Chief Surveyor - for road widening purposes, registered as ER1362973, pursuant to B.015/19 and in accordance with Z-1)
Bill No. 367	By-law No. S.-6132-268 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Adelaide Street N, south of Ross St) (Chief Surveyor - for road widening purposes, registered as ER1368539 on April 19, 2021, pursuant to SPA19-063 and in accordance with Z.-1)
Bill No. 368	By-law No. S.-6133-269 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Sarnia Road, west of Oakcrossing Gate) (Chief Surveyor - for road widening purposes, registered as ER1102153 that require dedication)
Bill No. 369	By-law No. S.-6134-270 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Wickerson Road and Byron Baseline Road) (Chief Surveyor – lands that require dedication at the present time)
Bill No. 370	By-law No. S.-6135-271 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Horn Street, south of Beecher Street) (Chief Surveyor - for road widening purposes registered as ER1373220, pursuant to B.054/19 and in accordance with Z.-1)
Bill No. 371	By-law No. S.-6136-272 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to High Street, south of Grand Avenue) (Chief Surveyor - road widening purposes, registered as ER1258435, pursuant to SPA18-063 and in accordance with Z.-1, that require dedication at the present time)
Bill No. 372	By-law No. Z.-1-212947 – A by-law to amend By-law No. Z.-1 to remove holding provisions from an area of land located at 3343 Morgan Avenue. (2.2/11/PEC)
Bill No. 373	By-law No. Z.-1-212948 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 704 & 706 Boler Road. (2.6/11/PEC)
Bill No. 374	By-law No. Z.-1-212949 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 1284 Sunningdale Road West. (2.11/11/PEC)
Bill No. 375	By-law No. Z.-1-212950 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 50 Southbridge Drive. (2.12/11/PEC)
Bill No. 376	By-law No. Z.-1-212951 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 704, 706 & 720 Boler Road. (2.13/11/PEC)

Bill No. 377	By-law No. Z.-1-212952 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 450 Wharncliffe Road South. (3.1c/11/PEC)
Bill No. 378	By-law No. Z.-1-212953 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 414-418 Old Wonderland Road. (3.5/11/PEC)
Bill No. 379	By-law No. Z.-1-212954 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 400 Southdale Road East. (3.6c/11/PEC)
Bill No. 380	By-law No. Z.-1-212955 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 180 – 186 Commissioners Road West. (3.7b/11/PEC)
Bill No. 381	By-law No. A.-8147-273 – A by-law to authorize and approve a Settlement Agreement between The Corporation of the City of London and Suncor Energy Inc., for the partial acquisition of property located at 1679 Richmond Street, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement (6.1/13/CSC)
Bill No. 382	By-law No. A.-8148-274 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, and Zsofia Sefcsik for the acquisition of the property located at 19 Dingman Drive, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/13/CSC)
Bill No. 383	By-law No. A.-8149-275 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Karen and Eric Auzins for the purchase of land located at 1710 Wilton Grove Road, an area of approximately 64 acres, legally described as being Part of Lot 12 Concession 2; Designated Part 1, 33R9191 Formerly in the Town of Westminster now in the City of London, County of Middlesex Being all of PIN 081990006, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/13/CSC)
Bill No. 384	By-law No. A.-8150-276 – A by-law to authorize and approve the Agreement of Purchase and Sale as submitted by Drewlo Holdings Inc. for the sale of City owned surplus lands, described as Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 in the City of London, County of Middlesex, and to authorize the Mayor and City Clerk to executed this Agreement. (6.4/13/CSC)
Bill No. 385	By-law No. C.P.-1284(wc)-277 – A by-law to amend the Official Plan for the City of London, 1989 relating to 1047-1055 Dearness Drive. (3.8a/11/PEC)

Bill No. 386	By-law No. Z.-1-212956 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1047-1055 Dearness Drive. (3.8b/11/PEC)
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14. Adjournment

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

That the meeting BE ADJOURNED.

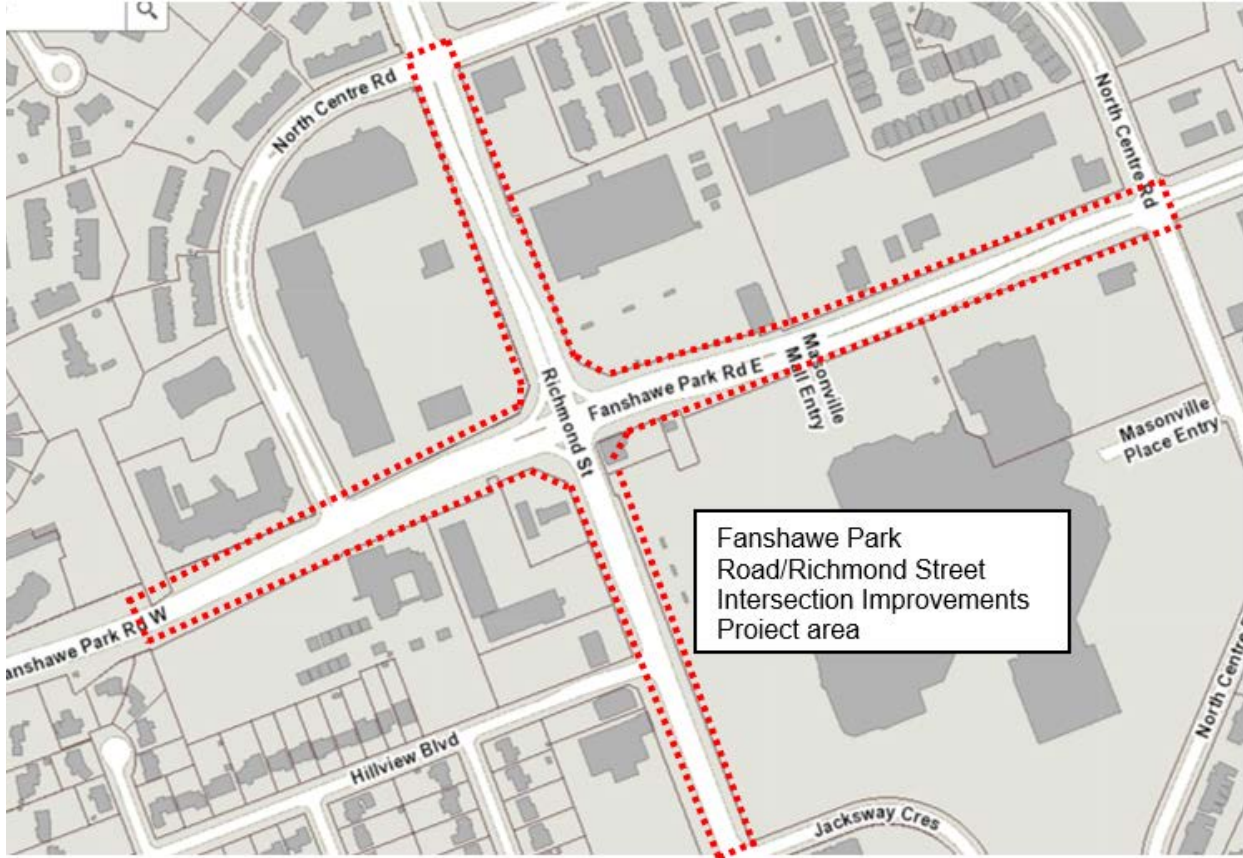
The meeting adjourned at 6:33 PM.

Motion Passed

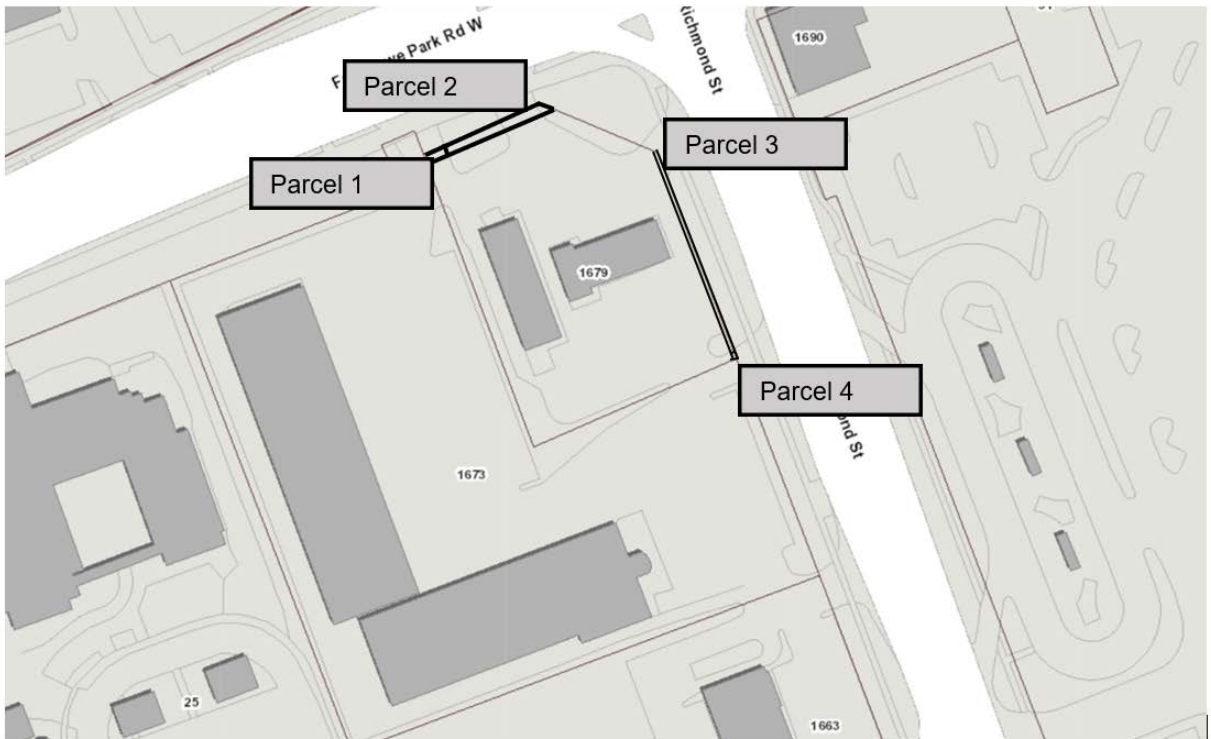
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B - Location Maps



Loca



Appendix C - Settlement Agreement

THIS SETTLEMENT AGREEMENT made this 27th day of May, 2021.

B E T W E E N:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

- and -

SUNCOR ENERGY INC.

(hereinafter referred to as the "Owner")

OF THE SECOND PART

AND WHEREAS Notice of Expropriation under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended (the "Act"), was served by the City on the Owners.

AND WHEREAS the City expropriated from the Owner the lands described in Schedule "A" hereto and outlined in redline (the "Expropriation") Part 1, 2, 3 and 4 on Plan ER1383810;

KO

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

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

AND WHEREAS the Owner acknowledges and agrees that there are no claims for injurious affection in respect of the property located at 1679 Richmond Street North, City of London;

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

1.00 SETTLEMENT TERMS

- 1.01 The City and the Owner agree that the recitals contained in this Agreement are true and correct in fact and in substance.
- 1.02 The City shall pay to the Owner the sum of One Hundred and Twenty-Six Thousand Dollars (\$126,000.00), which sum represent the fair market value of the Expropriated Property located at 1679 Richmond Street North.
- 1.03 The City shall pay to the Owner an additional sum of Twenty Thousand Dollars (\$20,000.00) representing the full and final payment for the loss of any and all trees, shrubs, landscaping and all other improvements located within the Expropriated Property, and any and all property related claims arising out of or in any way connected with the Expropriation, any disturbance damages, as against the City arising out of or in any way connected with the Expropriation.
- 1.04 The Owner directs the City to allocate the total compensation in the sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), and which represents full compensation for all claims under the *Expropriations Act*, R.S.O., 1990, c E.26, as amended on the basis set out in paragraphs 1.02 and 1.03.
- 1.05 The Parties acknowledge and agree that this Agreement shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
- 1.07 **SCHEDULE(S):** The following Schedules form part of this Agreement:
- Schedule "A" Legal Description (the "Expropriated Property")
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Full and Final Release

2.00 RELEASE

- 2.01 The Owner hereby forever releases and discharges City for and from all actions, causes of actions, suits, claims and demands of every nature or kind arising out of or in any way related to or connected with the Expropriation including all claims for the market value of land taken, any damages attributable to disturbance, any claims for injurious affection to remaining lands, business loss, interest and any

special difficulties in relocation now known or which may be known or anticipated but which may arise in the future as a result of the Expropriation with the specific exception of liability for loss or damage arising from negligent acts of the City, its officers, agents, servants, employees and contractors undertaking works on the reconstruction, installation of services and widening of Richmond North and Fanshawe Park Road.

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

3.00 BINDING EFFECT

- 3.01 The City and the Owner agree that this Agreement shall be binding upon each of the Parties hereto and their respective heirs, executors, successors, administrators and assigns.
- 3.02 City staff have confirmed they are taking a report to City Council recommending the settlement, however, the decision to settle is subject to obtaining formal instructions from City Council.

4.00 GOVERNING LAW

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

5.00 PAYMENTS

- 5.01 Any payment required to be made by the City to the Owner pursuant to this Agreement shall be available to be advanced to the Owner, upon written request by the Owner, within thirty-five (35) days of the acceptance of this Agreement by Resolution of Municipal Council.
- 5.02 The payment(s) referred to in clause 5.01 shall be conditional upon the Owner providing the City with a release from any and all mortgagees and/or security holders, and shall be subject to adjustments.
- 5.03 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.

6.00 CLOSING DATE

- 6.01 Notwithstanding a vacant possession date will be established in accordance with the provisions of the Expropriations Act, the parties agree to a possession date of August 31, 2021.

7.00 LEGAL COSTS:

- 7.01. As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal costs, including fees, disbursements and applicable taxes, to complete this settlement, subject to the right on the part of City to refer the matter of costs to assessment by the local assessment officer.

8.00 DISPOSAL OF EXPROPRIATED LANDS

- 8.01. The Owner agrees that the City shall not be required to offer the Owner the first chance to repurchase any remaining lands which the City decides are surplus to the City's needs. The City shall have the right to over-ride the rights accorded to the Owner under Section 42 of the Act.

9.00 GENERAL PROVISIONS OF CONTRACT

- 9.01 The parties agree that the terms of these Minutes are contractual, are not a mere recital and any breach of these terms may be enforced against the defaulting party by a legal proceeding, including, but not limited to, a claim for an injunction or other mandatory order where and to the extent that damages would be an inadequate remedy for the default.
- 9.02 It is understood and agreed that the fact and terms of these Minutes and the settlement underlying it, including the negotiations between the parties which led up to it, will be held in strict confidence and will not be divulged, disclosed, communicated or published by the parties hereto unless deemed essential on auditors' or accountants' advice, or for the purpose of any judicial or legal proceeding in

which case the fact that the settlement is made without any admission of liability will receive publication contemporaneously. The parties will not publish any articles, press releases or make any public statements about the matters settled herein.

9.03 The parties agree that where one or more provisions of these Minutes are found to be invalid, unenforceable, or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of these Minutes shall be deemed to be severable from the provisions so found and shall remain in full force and effect.

9.04 The parties shall make, do, and deliver all things required to implement this settlement and shall cooperate with one another as required in order to give effect to this settlement.

10.00 POSSESSION DATE

10.01 It is hereby acknowledged that the City has expropriated the lands in their entirety and in accordance with the provisions of the *Expropriations Act* and will be establishing a vacant possession date in accordance with the *Expropriations Act* . Possession shall be provided on this date, or such earlier date as the Parties agree to in writing.

10.02 The Owner agrees to leave the property neat and tidy, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials.

11.00 COMPLETE AGREEMENT

11.01 The parties agree that these Minutes and the Release constitute the entire agreement between the parties and supersedes all oral or written agreements, arrangements, representations, or understandings. These Minutes shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

11.02 By signing these Minutes, the parties acknowledge that they have carefully read these Minutes, have had the opportunity to seek the advice of a lawyer as to the nature and effect of these Minutes, understand all of the terms in these Minutes, and have executed these Minutes voluntarily and with knowledge of the consequences thereof.

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 11th day of June, 2021.

SUNCOR ENERGY INC.

Per:  _____

Name: Ken Ogston

Title: Director, Network Planning and Development

Per: _____

Name: _____

Title: _____

I/We Have Authority to Bind the Corporation

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catherine Saunders, City Clerk

SCHEDULE "B"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **ENVIRONMENTAL CLAUSE:** The Purchaser acknowledges that the Expropriated Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Expropriated Property and processes and undertakings performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Expropriated Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Purchaser, and not the Vendor shall be liable for any costs, damages, claims or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing and environmental contamination that may result from Expropriated Property.
3. **RE-IMBURSEMENT OF COSTS TO RE-INSTALL CURBING:** The parties acknowledge that a portion of the existing curbing on the Expropriated Property may need to be re-moved/re-installed onto the Vendors remaining lands (the "Curbing Work"). The City will pay the Vendor for the reasonable costs incurred to complete the Curbing Work. The Vendor shall be required to produce a quote for any required curbing work and the City will pay for the actual costs incurred. Payment shall be on a reimbursement basis upon receipt of proof that the costs were actually incurred and have been paid in full.
4. **ACCESS:** The Purchaser agrees to allow the Vendor to reserve over the Property a right of way for ingress and egress until such time as the Property is dedicated by by-law as a public highway.
5. **CLAUSES DEEMED TO SURVIVE CLOSING:** The parties hereby agree that the covenants in clauses 3 and 4 shall survive and shall not merge upon the completion of this transaction.

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

IN CONSIDERATION of the payment of the total sum of One Hundred and Forty-Six Thousand Dollars (\$146,000.00), the "**Settlement Payment**", which includes compensation payable, but not paid, under Section 25 of the *Expropriations Act* in respect of 1679 Richmond Street North, for all claims under the *Expropriations Act*, including market value of the lands taken, damages attributable to disturbance, damages for injurious affection, business and rental losses, damages for any difficulties in relocation, interest and any other damages,

Suncor Energy Inc.

hereby releases, indemnifies and forever discharges THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, from any and all actions, causes of action, claims and demands howsoever arising, except legal fees and disbursements, which heretofore may have been or may hereafter be sustained by **Suncor Energy Inc.** and without restricting the generality of the foregoing from any claim against THE CORPORATION OF THE CITY OF LONDON, their servants, agents and employees, in connection with the expropriation of land located at 1679 Richmond Street North, herein "the subject property," in the City of London.

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

IT IS UNDERSTOOD AND AGREED that the City will pay the legal fees incurred by the **Suncor Energy Inc.** lawyer on the basis that such fees are either agreed or assessed.

IT IS UNDERSTOOD AND AGREED that the said payment or promise of payment includes any claim for any bonus legally payable and for any loss incurred by reason of a difference in interest rates as set out in section 20 of the *Expropriations Act* or otherwise provided in the agreement between the mortgagor and mortgagee.

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

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

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

IT IS HEREBY DECLARED that the terms of the Release are fully understood and that this Release is given voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims except legal costs and disbursement, and that payment is not to be construed as an admission of liability upon the part of The Corporation of the City of London, by whom liability is expressly denied. It is further understood that as of the date of the release **Suncor Energy Inc.** has received legal advice regarding this release.

Suncor Energy Inc. confirms that it was the sole Owner of the subject property at the time of the expropriation, with authority to direct the City to pay these settlement funds directed below.

AND **Suncor Energy Inc.** hereby authorizes and directs the releasee to pay the said consideration as follows:

(a) payment in the amount of **\$146,000.00** payable to **Suncor Energy Inc.**, in full satisfaction of the Claimant's damages in respect of the above noted expropriation;

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

SUNCOR ENERGY INC.

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We Have Authority to Bind the Corporation

Appendix A - Source of Financing

Appendix "A" Confidential

#21119

July 26, 2021
(Settlement Agreement)

Chair and Members
Corporate Services Committee

RE: Settlement Agreement - 1679 Richmond Street
Fanshawe Park Road and Richmond Street Intersection Improvements Project
(Subledger LD190050)
Capital Project TS1134 - Intersection - Richmond Street And Fanshawe Park Road
Suncor Energy Inc.

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, 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	1,200,000	823,665	0	376,335
Land Acquisition	4,500,000	402,888	169,907	3,927,205
Construction	4,000,941	941	0	4,000,000
Utilities	1,500,000	0	0	1,500,000
City Related Expenses	49,059	5,624	0	43,435
Total Expenditures	\$11,250,000	\$1,233,118	\$169,907	\$9,846,975
Sources of Financing				
Debenture	1,307,500	143,316	19,747	1,144,437
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,942,500	1,089,803	150,160	8,702,537
Total Financing	\$11,250,000	\$1,233,118	\$169,907	\$9,846,975

Financial Note:

Purchase Cost	\$126,000
Add: Legal Fees etc.	40,000
Add: Land Transfer Tax	985
Add: HST @13%	21,580
Less: HST Rebate	-18,658
Total Purchase Cost	<u>\$169,907</u>

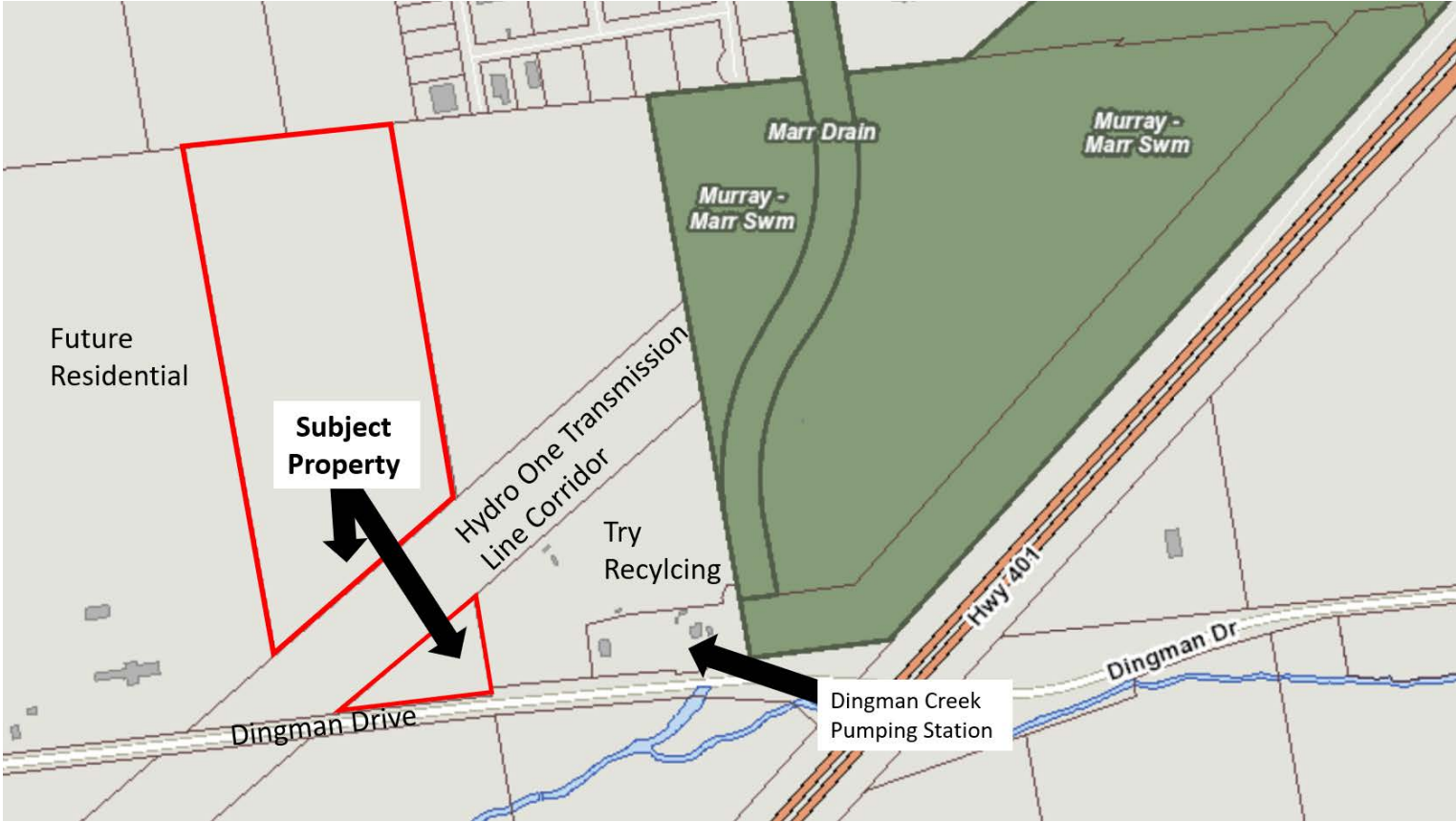
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager of Financial Planning & Policy

HB

Appendix B – Location Map & Aerial Map



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: COX, JULIA; COX, JOHN; MORTON, SARAH; MORTON, GREGORY; HAZELWOOD, RITA; HAZELWOOD, SIMON; SEFCSIK, ZSOFIA

REAL PROPERTY:

Address: 19 Dingman Drive, London Ontario

Location: North of Dingman Drive

Measurements: IRREGULAR- AREA of 33.55 +/- ACRES

Legal Description:

Part South 1/2 Lot 19, Concession 3 as in 496032; LONDON/WESTMINISTER, being all of PIN 08204-0131 (LT) and all of PIN 08204-0132 (LT), located in the City of London, County of Middlesex, Province of Ontario, as shown in sketch attached as Schedule "A"

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be One Million Seven Hundred and Fifty Thousand Dollars CDN (\$1,750,000.00) payable as follows:
 - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) cash or cheque on the date hereof as a deposit; and,
 - b) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **August 13th 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 **November 24th 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 **December 16th 2021**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
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. **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.
11. **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.
12. **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

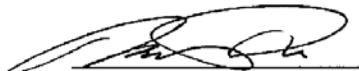
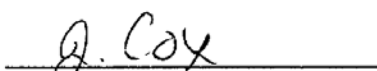
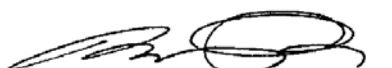

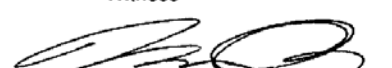

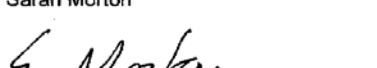
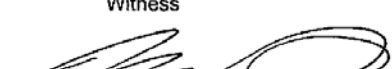

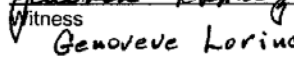
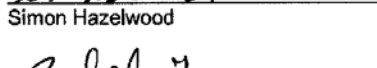
Appendix C Cont'd— Agreement of Purchase and Sale

deemed to have accepted Vendor's title to the Property .

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.

Appendix C Cont'd – Agreement of Purchase and Sale

I / WE the undersigned Transferor(s) agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS where I/We hereunto set my hand and seal.

 Witness <u>Marsha Driscoll</u>	 <u>J. Cox</u> Julia Cox	<u>July 12, 2021</u> Date
 Witness	 <u>John Cox</u> John Cox	<u>July 12, 2021</u> Date
 Witness	 <u>Sarah Morton</u> Sarah Morton	<u>July 12, 2021</u> Date
 Witness	 <u>G. Morton</u> Gregory Morton	<u>July 12, 2021</u> Date
 Witness	 <u>R. Hazelwood</u> Rita Hazelwood	<u>July 12, 2021</u> Date
 Witness	 <u>S. Hazelwood</u> Simon Hazelwood	<u>July 12, 2021</u> Date
 Witness	 <u>Zsófia Sefcsik</u> Zsófia Sefcsik	<u>July 12, 2021</u> 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.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

VENDOR'S LAWYER: Susan A. Carlyle, 519-432-0632 ext. 222 Fax: 519-432-0634

PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2489 Ext. 5018 Fax: 519-661-5530

SCHEDULE "A"
"THE LAND"



Subject to Final Survey

SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS & ASSESSMENT:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, wetland assessment, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on November 30, 2021** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property. The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT & SERVICING REVIEW AND HYDRO ONE NETWORKS INC. APPROVAL:** The Purchaser shall have until **4:30pm EST on November 30, 2021** to satisfy itself in its sole and unfettered discretion that the storm water management plan and servicing review and the acreage available to the Purchaser is suitable for its intended development of the property including any necessary approvals required from Hydro One Networks Inc. for a new road crossing along the Hydro One Transmission Corridor.

If the results of storm water management and servicing review and obtaining approvals from the Hydro One Networks Inc. for a new road are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **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.

SCHEDULE "B" Cont'd

5. **FEASIBILITY & APPROVAL WITH UPPER THAMES RIVER CONSERVATION AUTHORITY (UTRCA):** This offer is conditional upon the Purchaser until 4:30 pm EST on November 30, 2021, at the Purchaser's expense, determining the feasibility and securing necessary approvals with the Upper Thames River Conservation Authority of the Purchaser's intended use for the property satisfactory to the Purchaser in the Purchaser's sole and absolute discretion.

If the results of either the feasibility analysis or attempts to secure necessary approvals with the Upper Thames River Conservation Authority are not satisfactory to and/or achieved by the Purchaser, it shall, within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

Appendix A – Source of Financing Report

Appendix "A"
Confidential

#21125
July 26, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 19 Dingman Drive
Parks Planning & Operations
(Subledger LD210070)
New Capital Project PK273521 - 2021 Misc Parkland Acquisition
Julia Cox, John Cox, Sarah Morton, Gregory Morton, Rita Hazelwood, Simon Hazelwood, Zsafia Sefcsik

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Budget but can be accommodated with additional drawdowns from the Land Acquisition and Parkland Reserve Funds, and that, subject to the approval of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	This Submission
Land Acquisition	0	2,044,179	2,044,179
Total Expenditures	\$0	\$2,044,179	\$2,044,179
Sources of Financing			
Drawdown from Land Acquisition Reserve Fund (Note 2)	0	265,743	265,743
Drawdown from Parkland Reserve Fund (Note 3)	0	1,778,436	1,778,436
Total Financing	\$0	\$2,044,179	\$2,044,179


Financial Note:

Purchase Cost	\$1,750,000
Add: Legal Fees etc.	227,893
Add: Land Transfer Tax	31,475
Add: HST @13%	257,126
Less: HST Rebate	-222,315
Total Purchase Cost	\$2,044,179

Note 1: The additional funding requirement is available as drawdowns from the Land Acquisition and Parkland Reserve Funds. The uncommitted balance of the Land Acquisition Reserve Fund will be approximately \$12.5M and the uncommitted balance of the Parkland Reserve Fund will be approximately \$2.2M with the inclusion of this purchase.

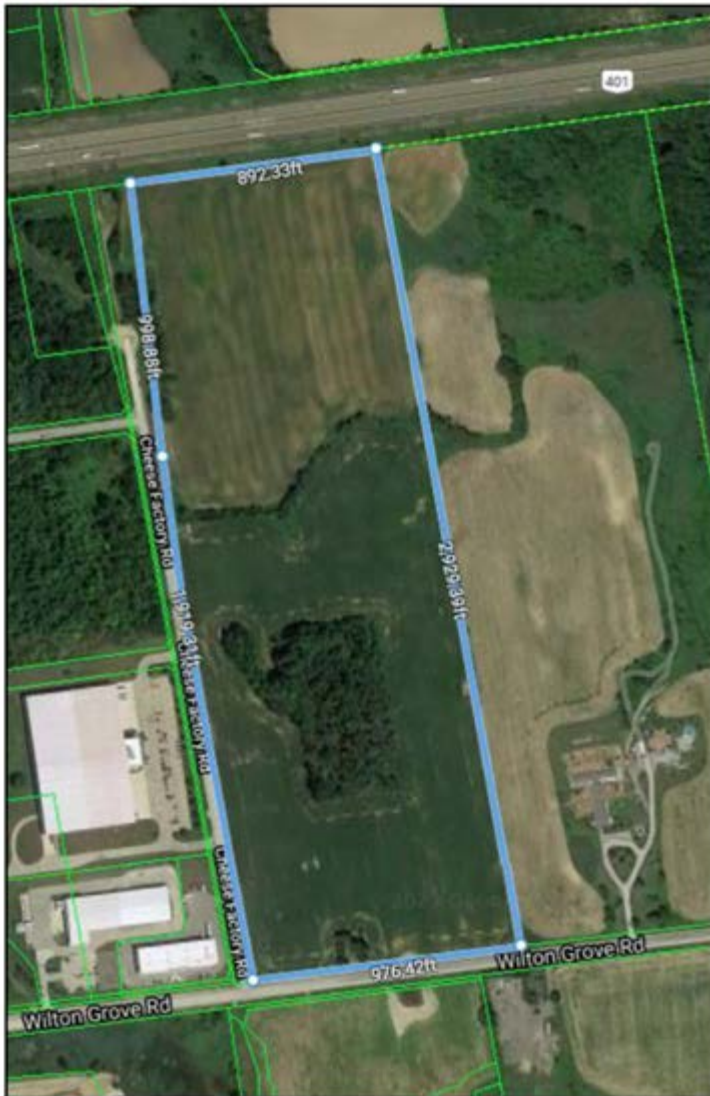
Note 2: In accordance with the Capital Asset Renewal and Replacement Reserve Fund Rationalization Report, Corporate Services Committee, September 8, 2020, the Woodland Acquisition and Management Reserve Fund was repurposed into the Urban Forestry Renewal Reserve Fund focused on the lifecycle renewal activities of the City's Forestry assets. Thus, Woodland land acquisitions will be funded from the Land Acquisition Reserve Fund in the future.

Note 3: There is no annual budget allocated to the miscellaneous parkland acquisition project due to the unknown timing and varying amounts of the acquisitions. The Parkland Reserve Fund is monitored to ensure adequate funding is available when needs arise.



Kyle Murray
Director, Financial Planning and Business Support

Appendix C – Location Map and Aerial



Aerial of Subject Property

Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: AUZINS, KAREN; AUZINS, ERIC

REAL PROPERTY:

Address: 1710 WILTON GROVE ROAD

Location: SOUTH OF BRADLEY AVENUE

Measurements: IRREGULAR- AREA OF APPROX. 64 +/- ACRES

Legal Description:

PART LOT 12 CONCESSION 2; DESIGNATED AS PART 1 ON PLAN 33R9191 FORMERLY IN TOWN OF WESTMINSTER NOW IN THE CITY OF LONDON, COUNTY OF MIDDLESEX BEING ALL OF PIN 08199-0006 together as highlighted in red and shown in Schedule "A" (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 Million One Hundred and Sixty Thousand Dollars CDN (\$4,160,000.00) payable as follows:
 - a) a deposit of TWENTY THOUSAND DOLLARS CDN (\$20,000.00) cash or cheque on the date hereof payable to the Vendor's solicitor, in trust; and,
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17th 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 **January 14th 2022** (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 **January 28th 2022**.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
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. **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.
11. **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.
12. **TITLE:** Provided that the title to the Property is good and free from all encumbrances, except as 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



Appendix B – Agreement of Purchase and Sale Cont'd

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.

13. **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.
14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. If requested by the Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990
15. **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.
16. **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.
17. **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.
18. **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.
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.



Appendix B – Agreement of Purchase and Sale Cont'd

We the undersigned Vendors agree to the above offer, SIGNED, SEALED AND DELIVERED IN WITNESS whereof we hereunto set our hand and seal.

Maria Cornell
Witness

[Signature]
Eric Auzins

1 JULY 2021
Date

[Signature]
Witness

[Signature]
Karen Auzins

1 July 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.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

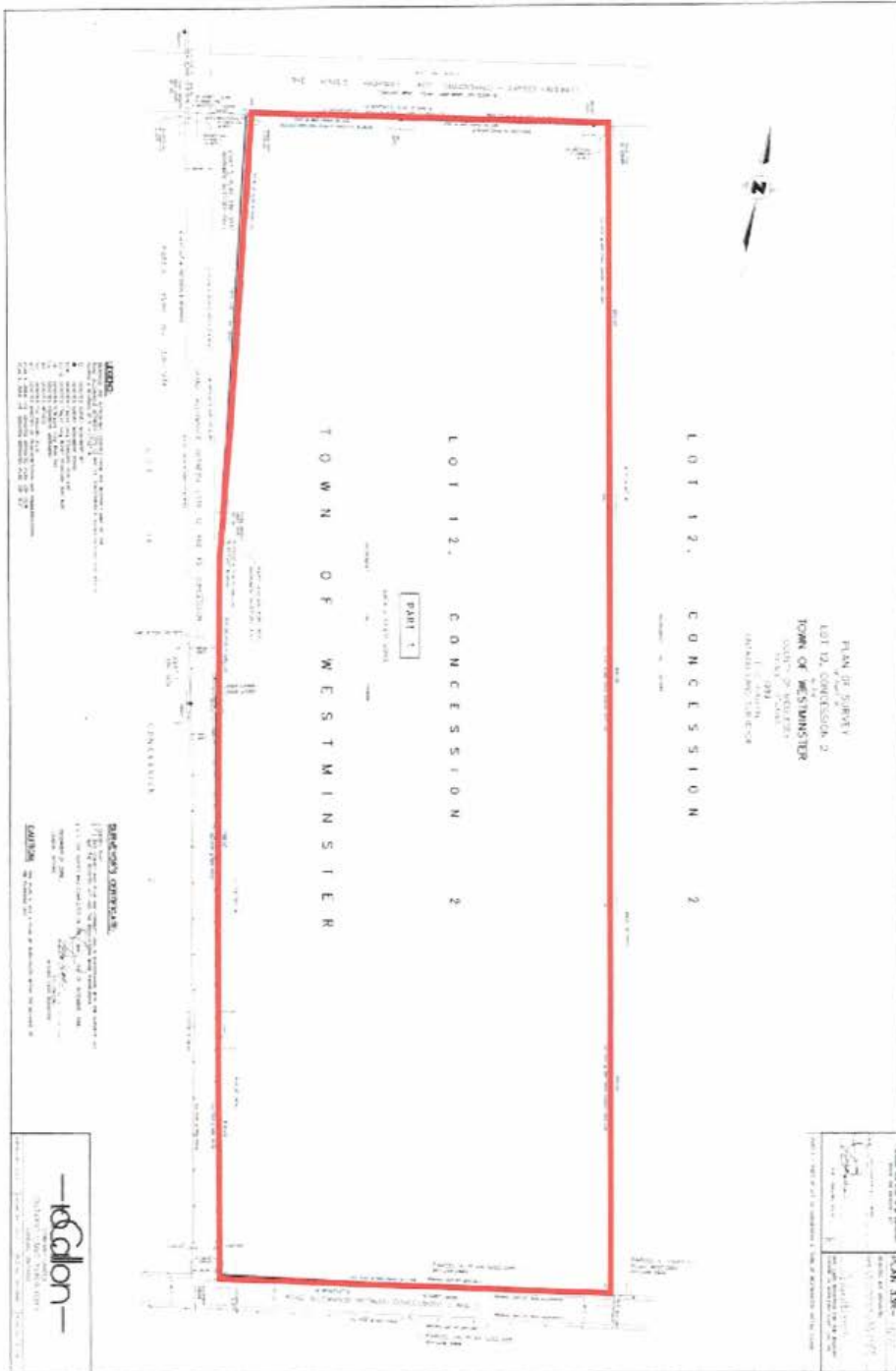
Catharine Saunders, City Clerk

VENDOR'S LAWYER: JAMES D. FERGUSON, PARTNER, FERGUSON PATTERSON
PROFESSIONAL CORPORATION, P. 514-963-0162 EXT. 2,
F 514, 963, 0159
PURCHASER'S LAWYER: Sachit Tatavarti, Solicitor, 519-661-2500 Ext. 5018 Fax: 519-661-5530

[Signature]

Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "A"



Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "B"

1. **GEOTECHNICAL, SOIL AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:30pm EST on January 14th 2022** to satisfy itself in its sole and absolute discretion as to the geotechnical, soil, water, species at risk, tree inventory, and environmental condition of the Property. The Purchaser may enter on the Property and have geotechnical, soil, water, species at risk, tree inventory, and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **ARCHEOLOGICAL TESTS:** The Purchaser shall have until **4:30 pm EST on January 14th 2022** to satisfy itself in its sole and absolute discretion as to the archeological outcome of the Property shown in Schedule "A". The Purchaser may enter on the Property and have archeological and heritage work conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry.

If the results of the archeological tests and heritage review are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **STORM WATER MANAGEMENT REVIEW AND MINISTRY OF TRANSPORTATION & UPPER THAMES RIVER CONSERVATION AUTHORITY APPROVAL:** The Purchaser shall until **4:30pm EST on January 14th 2022** to satisfy itself in its sole and unfettered discretion with the storm water management plan and existing drain to assess the acreage available to the Purchaser for its intended development of the property including any necessary approvals required from the Ministry of Transportation and Upper Thames River Conservation Authority.

If the results of storm water management and existing drain review & obtaining approvals from the Ministry of Transportation and Upper Thames River Conservation Authority are not satisfactory to the Purchaser, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

4. **OFFICIAL PLAN AMENDMENT & REZONING OF PROPERTY:** The Purchaser shall have until **4:30pm EST on January 14th 2022** to obtain, at its expense, the appropriate amendments to the Official Plan (London Plan) and the Zoning By-Law necessary for the Purchaser to develop and use the Property for industrial use. Both the Purchaser and Vendor agree to proceed diligently to procure such amendments. And provided however that if an appeal against the Official Plan or Zoning By-Law amendment is made to the Ontario Land Tribunal (formerly the Local Planning Appeal Tribunal) (the "OLT"), then this Agreement, its terms and provisions shall remain in force and effect and the completion date for the Agreement shall be automatically extended until 4:30 p.m. EST on the 30th day following the release of the OLT's final decision and Order regarding all such appeals within its jurisdiction. If the results of the Official Plan (London Plan) and Zoning By-law applications are not satisfactory to the Purchaser or the OLT modifies or amends the Official Plan Amendment or the Zoning By-Law Amendment in any manner which is unacceptable to the Purchaser in its absolute discretion, the Purchaser shall within the time limited herein or within ten (10) business days of the OLT decision and Order, if applicable,



Appendix B – Agreement of Purchase and Sale Cont'd

deliver written notice to the effect to the Vendor and this Agreement shall be terminated and no further force and effect and the deposit returned to the Purchaser without interest or deduction. Failing delivery of written notice within the applicable time periods, this condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time.

5. **DEPOSIT:** Despite anything to the contrary in this Agreement, the deposit of Twenty Thousand Dollars CDN (\$20,000) is refundable to the Purchaser, without deduction, should this transaction fail to close on or prior to **January 28th 2022**.
6. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) CDN (excluding tax). The Purchaser further agrees to reimburse the Vendor's reasonable incurred appraisal fee as part of this transaction which shall be up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00) CDN (excluding tax).
7. **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.



Appendix A – Source of Financing Report

Appendix "A"
Confidential

#21124
July 26, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 1710 Wilton Grove Road, London
(Subledger LD210069)
Capital Project ID1145 - Future Industrial Land Acquisition
Karen Auzins and Eric Auzins

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available in the Capital Budget by transferring funds from a related project, and that, subject to the approval of the Deputy City Manager, Finance Supports on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Additional Requirement (Note 1)	Revised Budget	Committed To This Date	This Submission	Balance for Future Work
Land Acquisition	36,056,245	6,209,014	42,265,259	35,667,681	4,424,929	2,172,649
City Related Expenses	32,036	0	32,036	32,036	0	0
Total Expenditures	\$36,088,281	\$6,209,014	\$42,297,295	\$35,699,717	\$4,424,929	\$2,172,649

Sources of Financing

Capital Levy	1,100,000	0	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	0	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund - transfer from ID1150 - ILDS Internal Servicing (Note 1)	9,588,281	6,209,014	15,797,295	9,199,717	4,424,929	2,172,649
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	0	15,200,000	15,200,000	0	0
Total Financing	\$36,088,281	\$6,209,014	\$42,297,295	\$35,699,717	\$4,424,929	\$2,172,649

Financial Note:

Purchase Cost	\$4,160,000
Add: Legal Fees etc.	110,100
Add: Land Transfer Tax	79,675
Add: HST @13%	555,113
Less: HST Rebate	<u>-479,959</u>
Total Purchase Cost	<u>\$4,424,929</u>

Note 1: A review of the Industrial Land Capital Plan identified \$6.2 million of available funding not imminently required in capital project ID1150 (ILDS Internal Servicing). The entire amount of funding identified will be transferred to ID1145 (Future Industrial Land Acquisitions) to offset the cost of this acquisition as well as future industrial land purchases. This leaves an uncommitted balance of approximately \$8.6M in ID1150 for future servicing. The Industrial Land Reserve Fund has an uncommitted balance of \$9.7 million available to support future land acquisitions and their servicing requirements.



Kyle Murray
Director, Financial Planning and Business Support

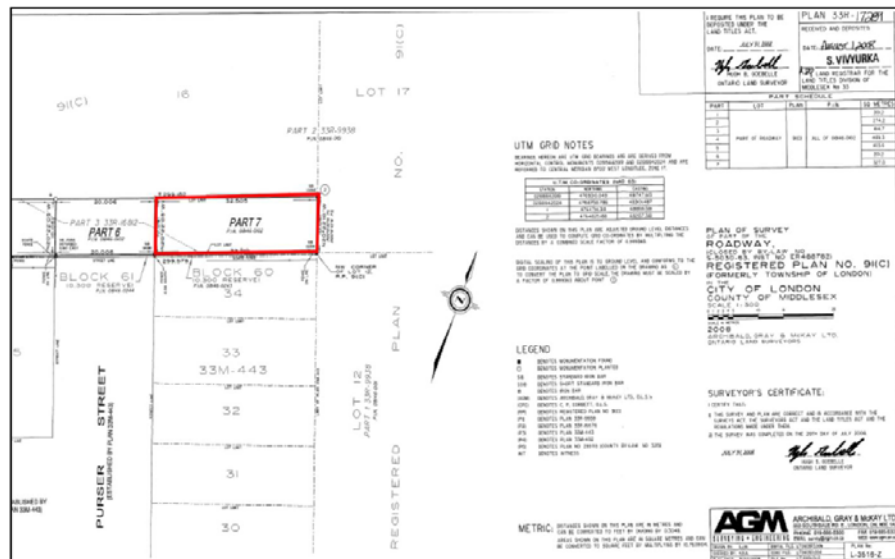
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Appendix A – Aerial Location Map

Location Map Aerial



Part 7 in Plan 33R-17289



Block 60 in 33M-443



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: DREWLO HOLDINGS INC.

VENDOR: THE CORPORATION OF THE CITY OF LONDON

REAL PROPERTY:

Location EAST SIDE OF PURSER STREET

Measurements approximately 10.361 metres X 32.5 metres

Legal Description: Part of Roadway, Closed by By-law S-5030-63 as in ER488782, Plan 91(C), London Township, designated as Part 7 on 33R-17289 & Block 60, Plan 33M-443 in the City of London, County of Middlesex, being part of PIN 08146-0786 and all of PIN 08146-0243 as shown on Schedule "A" (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS CDN (\$125,000.00) payable as follows:
 - a) the balance of the sale price, subject to adjustments, in cash or by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **September 17th 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 **November 30th 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 **December 10th 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, except as otherwise provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to

Appendix B – Agreement of Purchase and Sale Cont'd


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.

IN WITNESS WHEREOF THE PURCHASER HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS
this 12th day of JULY, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

DREWLO HOLDINGS INC.

Per: 
Name: ALLAN DREWLO
Title: PRESIDENT

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Michael A. Lake, 519-672-5666 ext 7304 / Fax 519-672-2674

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

Appendix B – Agreement of Purchase and Sale Cont'd

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

IN WITNESS WHEREOF The Corporation of the City of London 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

THE CORPORATION OF THE CITY OF LONDON

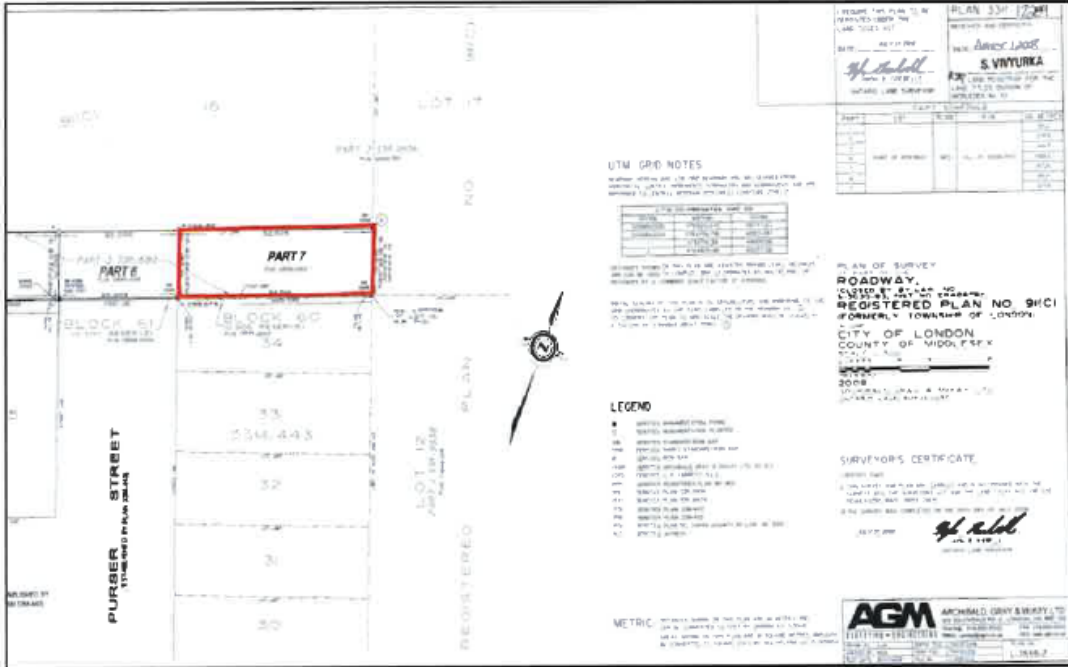
Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Agreement of Purchase and Sale Cont'd

**SCHEDULE "A"
THE LANDS**

Part 7 in Plan 33R-17289



Block 60 in 33M-443



Appendix B – Agreement of Purchase and Sale Cont'd

SCHEDULE "B" **ADDITIONAL CONDITIONS**

1. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have until **4:00PM on November 30th 2021** to satisfy itself in its sole and absolute discretion as to the soil, geotechnical, archeological and environmental condition of the Property. The Purchaser may enter on the Property and have soil, geotechnical, archeological and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and that the Property shall be restored to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such test.

If the results of the soil, geotechnical, archeological, and environmental tests are not satisfactory to the Purchaser in its sole and absolute discretion, it shall within the time limited deliver written notice to that effect to the Vendor and the Agreement shall be terminated and any deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

2. **LAND TITLE REGISTRY CONVERSION:** The Purchaser shall have until **4:00PM on November 30th 2021** to take any and all steps required to convert the portion of the Property designated as Part 7 on 33R-17289 from Land Title Conversion Qualified to Land Titles Absolute Plus (the "Absolute Title Conversion"). The Vendor hereby agrees and provides consent for the Purchaser to make all necessary applications and send out notices to all adjoining owners on behalf of the City to convert the lands to Land Titles Absolute Plus. All costs and responsibility for the Absolute Title Conversion shall be sole responsibility of the Purchaser.

If the Purchaser is unable to secure the Absolute Title Conversion, it shall within the time limited deliver written notice to the effect to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction; failing delivery of written notice, the condition shall be deemed to have been waived. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period.

3. **"AS-IS, WHERE-IS":** The Purchaser acknowledges that the Vendor makes no representations and/or warranties with respect to the state of the Property and Purchaser agree to accept the property in an "as-in where-is" condition. As part of the Purchaser's own due diligence, the Purchaser shall satisfy itself at its sole risk and cost as the total developable area available on the Property.

Purchaser further acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertaking performed thereon have been and are in compliance with all applicable environmental laws, regulations and orders and whether the Property is suitable for any specific use including and without limitation to any construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect to the foregoing.