



London
CANADA

Council Minutes

12th Meeting of City Council
September 14, 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, S. Hillier

Absent: A. Kayabaga

Also Present: B. Knight, M. Ribera, B. Westlake-Power
Remote Attendance: L. Livingstone, A. Barbon, G. Barrett, B. Card, J. Davison, K. Dickins, A. Hagan, G. Kotsifas, D. Purdy, C. Saunders, K. Scherr, M. Schulthess, E. Skalski, C. Smith, B. Warner, R. Wilcox

The meeting is called to order at 4:03 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 and S. Hillier.

1. Disclosures of Pecuniary Interest

Councillor J. Morgan discloses a pecuniary interest in Item 19, clause 2.15, of the 11th Report of the Civic Works Committee, having to do with participation in the South London air monitoring network pilot project, and the related Bill No. 388, by indicating that Western University is his employer, and receives funding for this project.

Councillor S. Lehman discloses a pecuniary interest in Item 3, clause 4.2, of the 12th Report of the Strategic Priorities and Policy Committee, having to do with the Downtown Business Improvement Association Appointment, by indicating that he is a member of the Association.

2. Recognitions

2.1 His Worship the Mayor recognizes the 2021 Queen Elizabeth Scholarships Recipients (Virtual Recognition)

2.2 His Worship the Mayor recognizes the City of London Employees who have achieved 25 Years of Service during 2021 (Virtual Recognition):

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: M. Cassidy

Seconded by: P. Van Meerbergen

That the change in order to move Stage 4, Council, In Closed Session, and the 12th Report of Council in Closed Session, to after Stage 13, By-laws, BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

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

5.1 11th Meeting held on August 10, 2021

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

That the Minutes of the 11th meeting held on August 10, 2021 BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

6. Communications and Petitions

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

That the following communications BE RECEIVED and BE REFERRED as follows:

6.1. Proof of COVID-19 Vaccination Administrative Policy

(Refer to the Corporate Services Committee Stage for Consideration with Item 13 (5.1) of the 14th Report of the Corporate Services Committee)

1. L. Livingstone, City Manager - Vaccination Administrative Policy
2. Councillor M. van Holst
3. (ADDED) Councillor M. van Holst

6.2. Outcome of Climate Lens Screening Applied to Major Transportation Projects

(Refer to the Civic Works Committee Stage for Consideration with Item 18 (2.14) of the 11th Report of the Civic Works Committee)

1. T. Smith
2. S. Franke, Executive Director, London Environmental Network
3. (ADDED) M. Miksa, Executive Director, London Cycle Link

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

7. Motions of Which Notice is Given

None.

8. Reports

8.1 12th Report of the Planning and Environment Committee

Motion made by: P. Squire

That the 12th Report of the Planning and Environment Committee BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: P. Squire

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

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

Motion made by: P. Squire

That the 6th Report of the Advisory Committee on the Environment, from its meeting held on August 4, 2021, BE RECEIVED

Motion Passed

3. (2.3) Strategic Plan Variance Report

Motion made by: P. Squire

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated August 30, 2021 entitled "Strategic Plan Variance Report" BE RECEIVED for information. (2021-C08)

Motion Passed

4. (2.4) 1196 Sunningdale Road West - Removal of Holding Provisions (H-9381) (Relates to Bill No. 442)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Landea Developments Inc., relating to the property located at 1196 Sunningdale Road West, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Residential R1 (h-h*-100*R1-4/R1-3(8)) Zone, TO a Residential R1 (R1-4/R1-3(8)) Zone to remove the "h" and "h-100" holding provisions. (2021-D09)

Motion Passed

5. (2.5) 1284 Sunningdale Road West - Request for Extension of Draft Plan Approval (39T-04510)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by Auburn Developments Inc., relating to the property located at 1284 Sunningdale Road West, the Approval Authority BE REQUESTED to approve a three (3) year extension to Draft Plan Approval for the residential plan of subdivision File No. 39T-04510, SUBJECT TO the revised conditions contained in the staff report dated August 30, 2021 as Schedule "A" 39T-04510. (2021-D09)

Motion Passed

6. (2.6) Colonel Talbot Road - Removal of Holding Provisions (Relates to Bill No. 443)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, based on the application by 1423197 Ontario Inc. (Royal Premier Homes), relating to the property located at 3557 Colonel Talbot Road, the proposed by-law appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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 Special Provision (h-5*R5-6(14)) Zone TO a Residential R5 Special Provision (R5-6(14)) Zone to remove the "h-5" holding provision. (2021-D09)

Motion Passed

7. (2.2) Draft Masonville Secondary Plan

Motion made by: P. Squire

That, the following actions be taken with respect to the draft Masonville Secondary Plan:

a) the draft Masonville Secondary Plan BE REVISED as follows:

i) any future redevelopment of 109 Fanshawe park Road should provide enhanced buffering, screening and landscaping along the western boundary of the site at Fawn Court; and,

ii) the pedestrian/cycling connection proposed at the eastern boundary of the Masonville Area Secondary Plan area to Fanshawe Park Road BE REMOVED in its entirety, as it would not lead to any destination place and may create Crime Prevention Through Environmental Design issues; and,

b) the revised as noted in part a) above, draft Masonville Secondary Plan BE CIRCULATED for further public engagement with the community and stakeholders; it being noted that a public participation meeting will be held on October 18th, 2021 at the Planning and Environment Committee for the consideration of the Masonville Secondary Plan. (2021-D08)

Motion Passed

8. (3.1) 6th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 6th Report of the Environmental and Ecological Planning Advisory Committee (EEPAC), from its meeting held on August 19, 2021:

a) the following Climate Emergency Action Plan Working Group recommendations BE FORWARDED to the Civic Administration to report back at a future Strategic Priorities and Policy Committee meeting:

i) a special advisory committee should be created to actively participate in the Climate Emergency Action Plan development and implementation. The committee should consist of representation from the City's Climate Emergency Action Plan team, representatives from advisory committees including EEPAC, First Nations and politicians.

The committee structure will facilitate continuous, long-term consultation with key stakeholders and involvement of expertise available to the City through its advisory committees;

ii) the impacts of climate change to the Natural Heritage System should be prioritized and considered holistically, not as an add-on to anthropocentric objectives; plans to protect and enhance the Natural Heritage System under climate change conditions should be explicitly included in the Climate Emergency Action Plan;

iii) the Natural Heritage System should be fully harnessed as part of the City's approach to climate change mitigation, such as the sequestration of carbon by existing green spaces including wetlands, prairies, meadows, forests and mature woodlots, etc. (not only via tree plantings), management of stormwater under extreme weather events and vegetative cover to provide evapotranspiration, reduced temperatures and reductions in runoff and flooding;

iv) to recognize the potential utility of the Natural Heritage System for climate change mitigation, we must better understand current baseline conditions. To begin, EEPAC recommends that the City assemble and present existing baseline data to EEPAC to support the quantification of carbon sequestration by the Natural Heritage System, as well as inventory of the amounts and quality of wetlands, woodlots and other natural lands currently remaining within the City of London. Only with baseline data can an effective and successful Climate Emergency Action Plan with specific targets and accountability be achieved. Using this baseline data, the impacts of climate change on the Natural Heritage System should be modeled under various warming scenarios (e.g., using Global Circulation Models). Further, models could be used to predict the extent to which local climate change effects can be mitigated by Natural Heritage features (e.g., quantifying carbon sequestration and stormwater absorption by green spaces);

v) a framework should be developed to systematically monitor the impacts of climate change on the Natural Heritage System over time, with checkpoints to assess whether the City is on track to meet its climate targets and determine if further measures are warranted; and,

vi) the role of EEPAC in the further development and implementation of the Climate Emergency Action Plan should be clarified. EEPAC wishes to remain involved in consulting with and supporting the City on the implications of the Climate Emergency;

b) clauses 1.1, 2.1, 3.1, 5.1 to 5.3, inclusive, BE RECEIVED for information;

it being noted that the Planning and Environment Committee heard a verbal delegation from S. Levin, Chair, EEPAC, relating to these matters.

Motion Passed

9. (3.2) 496 Dundas Street (Z-9347) (Relates to Bill No. 444)

Motion made by: P. Squire

That, on the recommendation of the Director, Planning and Development, with respect to the application by Amiraco Properties Inc., relating to the property located at 496 Dundas Street, the proposed by-law appended to the staff report dated August 30, 2020 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM an Office Residential/Business District Commercial (OR*D250*H46/BDC) Zone TO a Business District Commercial Special Provision (BDC(_)*D530*H57) Zone;

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

it being noted that the Planning and Environment Committee reviewed and received a staff presentation with respect to this matter;

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

- the recommended amendment to Zoning By-law Z.-1 is consistent with the Provincial Policy Statement (PPS) which encourages the following: promoting efficient development and land use patterns; accommodating an appropriate affordable and market-based range and mix of residential types; promoting the vitality and regeneration of settlement areas; supporting transit-supportive development and active transportation; promoting energy efficiency and minimizing negative impacts to air quality and climate change; promoting intensification, redevelopment and compact form, while avoiding or mitigating risks to public health and safety; and, conserving built heritage resources and cultural heritage landscapes;
 - the recommended amendment to Zoning By-law Z.-1 conforms to the Main Street Commercial Corridor policies of the 1989 Official Plan;
- the recommended amendment to Zoning By-law Z.-1 conforms to the in-force policies of the London Plan, including but not limited to the Key Directions and the Urban Corridor Place Type policies;
- the recommended amendment to Zoning By-law Z.-1 supports the in-force policies of the City Design policies of the London Plan as the project design aligns with the intent of character, streetscape, public space, site layout and building form policies of the Plan;
 - the recommended amendment to Zoning By-law Z.-1 conforms with the policy direction and site-specific permissions in the Old East Village Dundas Street Corridor Secondary Plan; and,
 - the subject lands are well-suited for the proposed mixed-use

development, given its size, location within a commercial corridor, and its proximity to arterial roads, public transit, active transportation routes and community amenities. Overall, the proposed development would support diversification, intensification and the vitality of the Dundas Street corridor. (2021-D09)

Motion Passed

10. (4.1) 6th Report of the Trees and Forests Advisory Committee

Motion made by: P. Squire

That the following actions be taken with respect to the 6th Report of the Trees and Forests Advisory Committee from its meeting held on July 28, 2021:

- a) the following actions be taken with respect to the Education and Outreach Sub-Committee update:
 - i) the documents appended to the 6th Report of the Trees and Forests Advisory Committee from the Education and Outreach Sub-Committee BE FORWARDED to the Civic Administration; and,
 - ii) the above-noted documents BE RECEIVED for information;
- b) clauses 1.1, 2.1 and 2.2, inclusive, 4.1 to 4.4, inclusive, BE RECEIVED for information.

Motion Passed

11. (4.2) 8th Report of the London Advisory Committee on Heritage

Motion made by: P. Squire

That the following actions be taken with respect to the 8th Report of the London Advisory Committee on Heritage, from its meeting held on August 11, 2021:

- a) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking retroactive approval for the removal and replacement of the windows on the heritage designated properties at 40 and 42 Askin Street, By-law No. L.S.P.-2740-36 and Wortley Village- Old South Heritage Conservation District, BE APPROVED with the following terms and conditions:
 - the installation of the proposed exterior grilles be installed in a manner that replicates the muntins of the former wood windows;
 - the installation of the proposed exterior grilles be completed within six months of Municipal Council's decision on this Heritage Alteration Permit; and,
 - the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed
- 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 request for designation of the property located at 46 Bruce Street:
 - i) notice BE GIVEN under the provisions of Section 29(3) of the Ontario Heritage Act, R.S.O. 1990, c. O. 18, of Municipal Council's intention to designate the property to be of cultural heritage value or interest for the reasons outlined in Appendix E of the associated staff report; and,

ii) should no objections to Municipal Council's notice of intention to designate be received, a by-law to designate the property at 46 Bruce Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of this report BE INTRODUCED at a future meeting of Municipal Council within 90 days of the end of the objection period;
it being noted that should an objection to Municipal Council's notice of intention to designate be received, a subsequent staff report will be prepared;
it being further noted that should an appeal to the passage of the by-law be received, the City Clerk will refer the appeal to the Ontario Land Tribunal;

c) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the application under Section 42 of the Ontario Heritage Act seeking approval for alterations to the heritage designated property located at 228-230 Dundas Street, in the Downtown Heritage Conservation District, BE APPROVED with the following terms and conditions:

- the development is consistent with the submitted plans as shown in the drawings included with the Heritage Alteration Permit application;
- the work is completed on the exterior of the addition by end of year 2021; and,
- the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed;

it being noted that the London Advisory Committee on Heritage is supportive of the adaptive reuse of the building for residential purposes; and,

d) clauses 1.1, 2.1 and 2.2, inclusive, 3.1, 4.4 and 4.5, inclusive, BE RECEIVED for information.

Motion Passed

12. (5.1) Deferred Matters List

Motion made by: P. Squire

That the Deputy City Manager, Planning and Economic Development, BE DIRECTED to update the Deferred Matters List to remove any items that have been addressed by the Civic Administration.

Motion Passed

8.2 12th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 12th Report of the Community and Protective Services Committee BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Helmer

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Research Into Labour Market Participation Rates in the London Economic Region - Final Report

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Social and Health Development, the staff report dated August 31, 2021, with respect to the final report on the Research Into Labour Market Participation Rates in the London Economic Region, BE RECEIVED. (L04A)

Motion Passed

3. (2.2) Homeless Prevention COVID-19 Response Extension (Single Source Procurement SS21-29, Council Approved June 22, 2021)

Motion made by: J. Helmer

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

a) extensions to existing Purchase of Service Agreements BE APPROVED as set out in the Housing Stability Services COVID-19 Response Allocations, as appended to the staff report dated August 31, 2021; it being noted that a combined total funding amount up to \$3,055,000 (excluding taxes) in 2021-2022 to provide COVID-19 Response Housing and Support Services;

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in relation to this matter; and,

c) the approval given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into and/or amending Purchase of Service Agreements with Agencies outlined in the above-noted staff report. (2021-S08/S14)

Motion Passed

4. (2.3) Community Safety and Well-Being Plan

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the City of London Community Safety and Well-Being Plan:

- a) the Community Safety and Well-Being Plan, as appended to the staff report dated August 31, 2021, BE ADOPTED in accordance with the Police Services Act, R.S.O. 1990, c. P.15, Section 143 (1);
- b) the above-noted Plan BE SUBMITTED to the Ontario Ministry of the Solicitor General; and,
- c) the remainder of the above-noted report BE RECEIVED. (2021-S08/P15)

Motion Passed

5. (2.4) London Fire Department Emergency Apparatus Procurement

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Emergency Apparatus Procurement:

- a) the above-noted staff report BE RECEIVED in accordance with Section 14.2 of the Procurement of Goods and Services Policy;
- b) the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

6. (2.5) London Fire Department Single Source Apparatus Procurement

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the following actions be taken with respect to the staff report dated August 31, 2021, with respect to the London Fire Department Single Source Apparatus Procurement:

- a) in accordance with Sections 14.4(d) and (k) of the Procurement of Goods and Services Policy, Fire Administration BE AUTHORIZED to enter into negotiations with 12000 Darch Fire of 9-402 Harmony Road, Ayr, Ontario, N0B 1E0 for pricing for a single source contract for one (1) year for the provision of one fire Engine for the London Fire Department;
- b) the above-noted approval BE CONDITIONAL upon The Corporation of the City of London negotiating satisfactory prices, terms, conditions, and entering into a contract with 12000 Darch Fire to provide one fire Engine to the London Fire Department;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with the above-noted authorization; and,
- d) that the funding for this procurement BE APPROVED as set out in the Sources of Financing Report, as appended to the above-noted staff report. (2021-F17/V01)

Motion Passed

7. (2.6) Investing in Canada Infrastructure Plan: Community, Culture, and Recreation Stream – Transfer Payment Agreement (Relates to Bill No. 390)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services, the proposed by-law, as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to:

- a) approve the Investing in Canada Infrastructure Plan Transfer Payment Agreement between Her Majesty the Queen in Right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London, as appended to the above-noted by-law;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement;
- c) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to approve and execute any further amendments to the above-noted Agreement if the amendments are substantially in the form of the above-noted Agreement; and,
- d) delegate authority to the Deputy City Manager, Neighbourhood and Community-Wide Services, or written designate, to undertake all the administrative, financial and reporting acts that are necessary in connection with the above-noted Agreement. (2021-F11/R05B)

Motion Passed

8. (2.7) Canada-Ontario Community Housing Initiative (COCHI) and Ontario Priorities Housing Initiative (OPHI) Approval of Ontario Transfer Payment Amending Agreement (Relates to Bill No. 391)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the proposed by-law, as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to:

- a) approve the Ontario Transfer Payment Amending Agreement, as appended to the above-noted staff report, and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario, as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London;
- b) authorize the Mayor and the City Clerk to execute the above-noted Agreement; and,
- c) delegate authority to the Deputy City Manager, Planning and Economic Development, or written designate, to authorize and approve such further and other documents, including an Investment Plan, and including agreements that may be required in furtherance of the above-noted Agreement that are consistent with the requirements contained in that Agreement and that do not require additional funding or are provided for in the City's current budget and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and

approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor. (2021-F11/S11)

Motion Passed

9. (4.1) 4th Report of the London Housing Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 4th Report of the London Housing Advisory Committee, from its meeting held on July 14, 2021:

a) the following actions be taken with respect to the Notice of Planning Application dated May 12, 2021 from C. Maton, Planner II, related to an Official Plan and Zoning By-law Amendments for the property at 2009 Wharnccliffe Road South:

i) the Civic Administration BE REQUESTED to attend the next London Housing Advisory Committee to provide additional information with respect to the above-mentioned application; and,
ii) the above-mentioned Notice BE RECEIVED;

b) the following actions be taken with respect to the staff report dated May 17, 2021, from C. Saunders, City Clerk, related to the Advisory Committee Review – Interim Report VI:

i) the Governance Working Group BE ADVISED that the London Housing Advisory Committee (LHAC) endorses the continuation of an advisory committee dedicated to addressing housing and homelessness issues in the City of London;
ii) the Governance Working Group BE REQUESTED to consider broadening the mandate of LHAC; and,
iii) the above-noted report BE RECEIVED;
it being noted that B. Westlake-Power, Deputy City Clerk provided an overview with respect to this matter; and,

c) clauses 1.1, 2.1, 3.1, 3.2, 3.4, 5.1 and 5.2, BE RECEIVED.

Motion Passed

10. (4.2) London's Opioid Crisis

Motion made by: J. Helmer

That it BE NOTED that the following actions be taken with respect to the delegation from C. Ryan and J. Scott with respect to London's Opioid Crisis:

a) the presentation, as appended to the Agenda, and the verbal delegation from C. Ryan and J. Scott, with respect to London's Opioid Crisis, BE RECEIVED; and,

b) the above-noted presentation BE FORWARDED to the Civic Administration for consideration in updating the City of London website. (2021-S08)

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at August 4, 2021, BE RECEIVED.

Motion Passed

8.3 14th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 14th Report of the Corporate Services Committee BE APPROVED, excluding items 8 (4.1) and 13 (5.1).

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, S. Turner, E. Pelosa, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.2) 2020 Annual Reporting of Lease Financing Agreements

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the staff report dated August 30, 2021 regarding the 2020 Annual Reporting of Lease Financing Agreements BE RECEIVED for information.

Motion Passed

3. (2.3) Various By-law Amendments to Implement Organization Structure Change (Relates to Bill No.'s 392-394, 396-398, 400-427, 429-430, 434-441)

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the following actions be taken with respect to the various By-law amendments to implement organizational structure changes:

a) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices B1 to B41 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 to amend the following By-laws to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes:
By-Law Short Title and Number

1. A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The

Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate (C.P.-1560-106)

2. A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties (C.P.-1502-129)
3. A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act (C.P.-1469-217)
4. Abandoned Refrigerator, Freezer and Container (PW-2)
5. Additional Residential Unit Loan Agreement (C.P.-1561-107)
6. Administrative Monetary Penalty System (AMPS) (A-54)
7. Animal Control (PH-3)
8. Basement Flooding Grant Program (A.-7562-160)
9. Boulevard Tree Protection (CP-22)
10. Business Licensing (L.-131-16)
11. Committee of Adjustment and Consent Authority (CP-23)
12. Complete Application Delegation and Acceptance (C.P.-1470-218)
13. Council Procedure (A-50)
14. Dog Licensing and Control (PH-4)
15. Drainage (WM-4)
16. Execution of Certain Documents (A-1)
17. Heavy Loads on Roads (S-2)
18. Informal Residential Care Facility Licensing (CP-21)
19. Minimum Maintenance Standards for Municipal Highways (A.-7769-461)
20. Municipal Waste and Resource Material Collection (WM-12)
21. Naming of Highways and Numbering of Buildings and Lots (B-1)
22. Parks and Recreation Area (PR-2)
23. Pit Bull Dog Licensing (PH-12)
24. Public Nuisance (PH-18)
25. Public Pound Bylaw (PH-5)
26. Residential Rental Units Licensing (CP-19)
27. Sign (S.-5868-183)
28. Site Alteration (C.P.-1363-381)
29. Site Plan Control (C.P.-1455-541)
30. Smoking Near Recreation Amenities and Entrances (A.-6924-85)
31. Sound (PW-12)
32. Streets (S-1)
33. Subdivision & Condominium Delegation and Approval (CP-17)
34. Swimming Pool Fence (PS-5)
35. Traffic and Parking (PS-113)
36. Tree Protection (C.P.-1555-252)
37. Vehicle for Hire (L-130)
38. Vital Services (PH-6)
39. Waste Discharge (WM-16)
40. Wastewater and Stormwater (WM-28)
41. Water (W-8); and,

b) the proposed by-laws as appended to the staff report dated August 30, 2021 as Appendices C1 to C3 BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to repeal the following By-laws:

1. By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the

City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations.

2. By-law No. A-10 being “A By-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes.

3. By-law No. A-11 being “A by-law to provide for the Regulation of Adult Book and Magazine Outlets” as the By-law is no longer required due to technological changes.

Motion Passed

4. (2.5) Strategic Plan Variance Report

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Enterprise Supports and the City Manager, the staff report dated August 30, 2021 with respect to the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

5. (2.6) Leave of Absence - Federal Election

Motion made by: M. Cassidy

That the communication dated August 13, 2021 from Councillor A. Kayabaga regarding an unpaid leave of absence until September 20, 2021 BE RECEIVED.

Motion Passed

6. (2.1) City of London's Credit Rating

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the City of London's Credit Rating Report, providing a summary of Moody's Investors Service Credit Opinion of the City of London, BE RECEIVED for information.

Motion Passed

7. (2.4) Industrial Land Development Strategy Annual Monitoring and Pricing Report - City-Owned Industrial Land (Relates to Bill No. 395)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, with concurrence of the Interim Director, Economic Services and Supports, on the advice of the Director, Realty Services with respect to the City of London's Industrial Land Development Strategy, the following actions be taken with respect to the annual monitoring and pricing of City-owned industrial lands:

a) the proposed by-law as appended to the staff report dated August 30, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021 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 Attachment “B” to Schedule “A” – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment “B” to Schedule “A” to amend the current pricing for City-owned serviced industrial land in Innovation Park, Skyway Industrial Park, River Road Industrial Park, Cuddy Boulevard Parcels and Trafalgar Industrial Park as follows:

Innovation Park (Phases 1 to 4), Skyway Industrial Park, River Road Industrial Park, and Huron Industrial Park, and Cuddy Blvd Parcels:

- Lots up to 4.99 acres from \$80,000 per acre to \$125,000 per acre

- 5.00 acres and up from \$70,000 per acre to \$115,000 per acre

Pricing for serviced industrial land in Trafalgar Industrial Park:

- All lot sizes – from \$65,000 per acre to \$115,000.00 per acre;

b) the staff report dated August 30th, 2021 entitled “Industrial Land Development Strategy Annual Monitoring and Pricing Report – City-Owned Industrial Land”, BE RECEIVED.

Motion Passed

9. (4.2) Covid Perception, Reality and Legality

Motion made by: M. Cassidy

That the communication dated August 21, 2021 from Councillor M. van Holst with respect to COVID perception, reality and legality BE RECEIVED.

Motion Passed

10. (4.3) Municipal Support for Truth and Reconciliation

Motion made by: M. Cassidy

That the following actions be taken with respect to the information from the AMO Board of Directors meeting of August 14, 2021, related to municipal support for truth and reconciliation:

a) the information BE FORWARDED to the Civic Administration for consideration; and,

b) the Civic Administration BE DIRECTED to report back to a future meeting of the appropriate standing committee with potential actions for the Municipal Council to consider, including but not limited to, amendments to the Flags at City Hall Policy.

Motion Passed

11. (4.4) Application - Issuance of Proclamation - Orange Shirt Day/National Day for Truth and Reconciliation

Motion made by: M. Cassidy

That based on the application dated August 6, 2021 from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, September 30, 2021 BE PROCLAIMED as Orange Shirt Day/National Day for Truth and Reconciliation.

Motion Passed

12. (4.5) Application - Issuance of Proclamation - Dyslexia Awareness Month

Motion made by: M. Cassidy

That based on the application dated August 11, 2021 from Dyslexia Canada, October 1, 2021 BE PROCLAIMED as Dyslexia Awareness Month.

Motion Passed

14. (5.2) Recommendation for Appointment to the London Hydro Inc. Board of Directors

Motion made by: M. Cassidy

That on the recommendation of the Corporate Services Committee, the applicant, Tania Goodine, BE FORWARDED to the Strategic Priorities and Policy Committee, as the Shareholder, for appointment to the London Hydro Inc. Board of Directors.

Motion Passed

8. (4.1) Vacant Residential Property Tax Review

Motion made by: M. Cassidy

That the Civic Administration BE DIRECTED to undertake a review, including but not limited to gathering information from other Ontario municipalities advancing this option, to determine the potential scope and feasibility of developing and implementing a vacant residential property tax on the residential property class and report back to the appropriate Standing Committee.

Motion made by: S. Turner

Seconded by: A. Hopkins

Amend clause 4.1 to add the following:

"and that the Mayor BE DIRECTED to approach the Province with respect to providing municipalities with the same vacant taxation ability to other classes of properties including commercial, and light industrial."

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, S. Turner, E. Pelozza, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Motion made by: S. Lewis

Seconded by: E. Pelozo

That clause 4.1, as amended, BE APPROVED.

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

Clause 4.1, as amended, reads as follows:

That the following actions be taken with respect to vacant residential property taxes:

a) the Civic Administration BE DIRECTED to undertake a review, including but not limited to gathering information from other Ontario municipalities advancing this option, to determine the potential scope and feasibility of developing and implementing a vacant residential property tax on the residential property class and report back to the appropriate Standing Committee; and,

b) the Mayor BE DIRECTED to approach the Province with respect to providing municipalities with the same vacant taxation ability to other classes of property including commercial and light industrial.

8.4 11th Report of the Civic Works Committee

Motion made by: E. Pelozo

That the 11th Report of the Civic Works Committee BE RECEIVED, excluding items 18 (2.14) and 19 (2.15).

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, S. Turner, E. Pelozo, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

Councillor J. Morgan discloses a pecuniary interest with respect to Item 2.15, having to do with the Participation in the South London Air Monitoring Network Pilot Project by indicating that part of the funding for this project will go to Western University, which is his employer.

Motion Passed

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

Motion made by: E. Pelozo

That the 6th Report of the Cycling Advisory Committee, from its meeting held on July 21, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Appointment of Consulting Engineer for the Hyde Park EA SWM Works - Assignment 'A' Detailed Design

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 August 31, 2021, related to the appointment of consulting services for the Hyde Park EA SWM Works – Assignment 'A' project:

- a) Stantec Consulting Inc. BE APPOINTED consulting engineers to complete the detailed design for the Hyde Park EA SWM Works – Assignment 'A' project in accordance with the estimate, on file, at an upset amount of \$301,032.57 (including contingency, provisional items and allowances), excluding HST, in accordance with Section 15.2(e) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E09)

Motion Passed

4. (2.3) Contract Award: Tender Award RFT 21-88 - Tender Award for Dingman Creek Southwinds (Tributary 12) Natural Channel Reconstruction and Flood Mitigation

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 August 31, 2021, related to the award of contract for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway:

- a) the bid submitted by J-AAR Excavating Limited at its tendered price of, \$4,069,026.25 (including 10% contingency), excluding HST, for the Dingman Creek Southwinds Channel (Tributary 12) Reconstruction and Multiuse Pathway Project, BE ACCEPTED; it being noted that the bid submitted by J-AAR Excavating Limited was the lowest of two bids received and meets the City's specifications and requirements in all areas;
- b) Ecosystem Recovery Inc. BE APPROVED for additional construction administration fee of \$74,046.50 (including 10% contingency), excluding HST, in accordance with Section 15.2(g) of the City of London's Procurement of Goods and Services Policy;

- c) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- d) Civic Administration INITIATE a Zoning By-law amendment following the completion of this project to update the limits of the Open Space (OS) Zones to reflect the limits of the Regulatory Floodplain Limits as identified in as-built construction drawings;
- e) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this project (Tender RFT21-88); and,
- f) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E05/E21)

Motion Passed

5. (2.4) Appointment of Consulting Engineer for Wastewater Treatment Plant Condition Assessment and Asset Valuation

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 August 31, 2021, related to the Appointment of Consulting Engineer for the Condition Assessment and Asset Valuation of the City's Wastewater Treatment Plants:

- a) AECOM Canada Ltd. BE APPOINTED Consulting Engineers to complete the condition assessment, asset valuation and capital renewal forecasting assignment for the City's wastewater treatment plants, in the total amount of \$291,163.00 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

6. (2.5) Appointment of Consulting Engineers - Stormwater Management Facility Build-out Sediment Survey

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 August 31, 2021, related to the Appointment of Consulting Engineers for the Stormwater Management Facility Build-out Sediment Survey project:

- a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the Stormwater Management Facility Build-out Sediment Survey project, in the total amount of \$273,600.00 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E03)

Motion Passed

- 7. (2.6) Delegation of Authority to Approve Work at the Westminster Wastewater Treatment Plant (Relates to Bill No. 399)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to amend By-law No. A.-7895-270 being "A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement" to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2021-E03)

Motion Passed

- 8. (2.7) Appointment of Consulting Engineers - Culvert Inventory and Condition Assessment (RFP21-52) - Irregular Result

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the Appointment of Consulting Engineer for the Culvert Inventory and Condition Assessment project:

- a) Stantec Consulting Ltd. BE APPOINTED Consulting Engineers to complete the Culvert Inventory and Condition Assessment, in the total amount of \$119,532.48 (including contingency), excluding HST, in accordance with Section 19.4(c) of the City of London's Procurement of Goods and Services Policy;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;

- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-T06)

Motion Passed

9. (2.8) Increase Contract Award: West London Dyke Reapplication of Anti-Graffiti Coating to Phases 1 and 2

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 August 31, 2021, related to increasing the existing contract for Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out added works for Phase 7 of the West London Dyke reconstruction by increasing the City's cost share by \$219,114.38 (including contingency), excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E01)

Motion Passed

10. (2.9) Appointment of Consulting Engineers - McNay Drain Rehabilitation and Construction Administration

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 August 31, 2021, related to the Appointment of Consulting Engineers for the McNay Drain Rehabilitation and Contract Administration project:

- a) Ecosystem Recovery Inc. BE APPOINTED Consulting Engineers to complete the McNay Drain Rehabilitation and Contract Administration, in the total amount of \$387,485.00 (including contingency), excluding HST;

- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract with the consultant for the project; and,
- e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations. (2021-E09)

Motion Passed

- 11. (2.10) Amendments to the Traffic and Parking By-law (Relates to Bill No. 428)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 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

- 12. (2.11) 2020 Corporate Energy Consumption and Activities Report

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 August 31, 2021, related to the 2020 Corporate Energy Consumption and Activities Report:

- a) the above-noted staff report BE RECEIVED for information; and,
- b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE) for their information. (2021-E17)

Motion Passed

- 13. (2.12) 2020 Community Energy Use and Greenhouse Gas Inventory Emissions Inventory

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 August 31, 2021, related to the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory:

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

b) the above-noted staff report BE CIRCULATED to the Advisory Committee on the Environment (ACE), Transportation Advisory Committee (TAC), Cycling Advisory Committee (CAC), Trees and Forestry Advisory Committee (TFAC), Agricultural Advisory Committee (AAG), and Environmental and Ecological Planning Advisory Committee (EEPAC) for their information. (2021-E17)

Motion Passed

14. (2.13) Outcome of Climate Lens Process Applied to Waste Management Programs and Projects

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated August 31, 2021, related to how the Climate Lens Process has been applied to a broad range of plans, programs and projects in Waste Management, BE RECEIVED for information. (2021-E07)

Motion Passed

15. (2.16) Single Source Additional Forestry Stump Cutter

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the purchase of a Tow-Behind Forestry Stump Cutter:

- a) the Single Source negotiated price BE ACCEPTED to purchase one (1) 2021 Vermeer SC802 Stump Cutter for a total estimated price of \$88,000.00, excluding HST, from Vermeer Canada Inc. 4191 Perkins Road, London, Ontario N6L1C2;
- b) the financing for this purchase BE APPROVED in accordance with the Source of Financing Report as appended the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) 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-V02)

Motion Passed

16. (2.17) RFP 21-37 Supply and Delivery of CNG Split Steam Rear Loading Waste Collection Trucks

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the staff report dated August 31, 2021, related to the supply and delivery of

Compressed Natural Gas (CNG) Split Stream Rear Loading Waste Collection Trucks:

- a) the submission from London Machinery Inc. (LMI) 15790 Robin's Hill Road, London, Ontario N5V0A4 for a total purchase price of \$10,755,520.00 excluding HST, BE ACCEPTED;
- b) the financing for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report;
- c) Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase; and,
- d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, purchase order, or contract record relating to the subject matter of this approval. (2021-V01)

Motion Passed

17. (2.18) COVID-19 Resilience Infrastructure Stream - Local Government Intake - Transfer Payment Agreement (Relates to Bill No. 389)

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Finance Supports, the proposed by-law as appended to the staff report dated August 31, 2021, BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team - Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London ("Agreement") and authorize the Mayor and the City Clerk to execute the Agreement and any future amending agreements. (2021-S08/F11)

Motion Passed

20. (4.1) 7th Report of the Transportation Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 7th Report of the Transportation Advisory Committee, from its meeting held on August 3, 2021:

- a) the following actions be taken with respect the Transportation Advisory Committee (TAC) Evolution and Recommendation document from D. Foster:
 - i) the City Clerk BE ADVISED that the TAC has completed its evolution into a model Advisory Committee and should, therefore, maintain its current Terms of Reference make up and "at large" pilot; and,
 - ii) the City Clerk BE ADVISED that the progress of the TAC should be evaluated concurrently with the proposed, but as yet untested, Community Engagement Panel pilot concept; and,

- b) clauses 1.1, 2.1, 3.1, 3.3, 3.4, and 5.1 BE RECEIVED.

Motion Passed

21. (4.2) Commercial E-scooters in the City of London

Motion made by: E. Pelosa

That the following actions be taken with respect to Commercial E-scooters in the City of London:

a) the communications from the following individuals with respect to this matter BE RECEIVED:

- Gaunt;
- Besseau;
- Schafer;
- Elford; and,
- Lepofsky;

b) the above-noted communications and comments from delegations heard by the Civic Works Committee BE FORWARDED to Civic Administration for consideration. (2021-S12)

Motion Passed

22. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at August 23, 2021, BE RECEIVED.

Motion Passed

23. (5.2) 7th Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 7th Report of the Cycling Advisory Committee, from its meeting held on August 18, 2021:

a) a Sub-Committee BE ESTABLISHED to prepare comments and feedback with respect to the Dundas Place Traffic Diversion and report back to the Cycling Advisory Committee at their next meeting;

b) Municipal Council and Civic Administration BE ADVISED that the Cycling Advisory Committee (CAC) supports the petition calling for the creation of bike lock-up facilities in the City of London and that the CAC is appreciative of the bike locker pilot project that is being launched in the City of London; and,

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

Motion Passed

18. (2.14) Outcome of Climate Lens Screening Applied to Major Transportation Projects

At 4:59 PM, Mayor E. Holder, places Councillor J. Morgan in the Chair.

At 5:00 PM, Mayor E. Holder resumes the Chair.

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 August 31, 2021, related to the initial Climate Emergency screening of current major transportation projects:

a) Civic Administration BE DIRECTED to implement the project specific recommendations contained in the above-noted staff report that includes:

i) proceeding with the implementation of a number of transportation projects with consideration of the outcomes of the review as identified in the report;

ii) suspending the Discover Wonderland Environmental Assessment noting that the role and function of this corridor will be considered as part of the future Mobility Master Plan;

iii) suspending the corridor widening on Adelaide Street North noting that the Environmental Assessment for the Adelaide Street North should be finalized to inform complete streets intersection improvements at Sunningdale Road planned for 2025 and the remainder of the corridor improvements will be subject to further assessment under the future Mobility Master Plan;

b) subject to Municipal Council approval of the above-noted recommendation, Civic Administration BE DIRECTED to adjust the Multi-Year Budget during the next appropriate update cycle; and,

c) Civic Administration BE DIRECTED to review ongoing transportation projects to consider climate change mitigation and adaptation to ensure resiliency of critical transportation infrastructure;

it being noted that the communication from R. Henkel, with respect to this matter, was received. (2021-T05/E05)

Motion made by: S. Lehman

Seconded by: P. Squire

That clause 2.14 of the 11th Report of the Civic Works Committee BE AMENDED by adding the following new part d):

“d) the Civic Administration BE DIRECTED to include specific actions to address traffic congestion areas on Wonderland Road in the development of the future Mobility Master Plan; it being noted that the corridor will be evaluated as part of the upcoming Plan with a focus on transit, high occupancy vehicle use and active transportation.”

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

Nays: (1): P. Van Meerbergen

Absent: (1): A. Kayabaga

Motion Passed (13 to 1)

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

That consideration of part a) ii) of clause 2.14 of the 11th Report of the Civic Works Committee BE REFERRED to a future meeting of the Civic Works Committee, following the consideration of the future Mobility Master Plan.

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

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

Absent: (1): A. Kayabaga

Motion Failed (6 to 8)

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

That clause 2.14, as amended, BE APPROVED.

Yeas: (9): Mayor E. Holder, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, S. Turner, and E. Pelozza

Nays: (5): M. van Holst, P. Squire, S. Lehman, P. Van Meerbergen, and S. Hillier

Absent: (1): A. Kayabaga

Motion Passed (9 to 5)

Clause 2.14, as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the initial Climate Emergency screening of current major transportation projects:

a) Civic Administration BE DIRECTED to implement the project specific recommendations contained in the above-noted staff report that includes:

i) proceeding with the implementation of a number of transportation projects with consideration of the outcomes of the review as identified in the report;

ii) suspending the Discover Wonderland Environmental Assessment noting that the role and function of this corridor will be considered as part of the future Mobility Master Plan;

iii) suspending the corridor widening on Adelaide Street North noting that the Environmental Assessment for the Adelaide Street North should be finalized to inform complete streets intersection improvements at Sunningdale Road planned for 2025 and the remainder of the corridor improvements will be subject to further assessment under the future Mobility Master Plan;

b) subject to Municipal Council approval of the above-noted recommendation, Civic Administration BE DIRECTED to adjust the Multi-Year Budget during the next appropriate update cycle;

c) Civic Administration BE DIRECTED to review ongoing transportation projects to consider climate change mitigation and adaptation to ensure resiliency of critical transportation infrastructure; and,

d) the Civic Administration BE DIRECTED to include specific actions to address traffic congestion areas on Wonderland Road in the development of the future Mobility Master Plan; it being noted that the corridor will be evaluated as part of the upcoming Plan with a focus on transit, high occupancy vehicle use and active transportation;

it being noted that the communication from R. Henkel, with respect to this matter, was received. (2021-T05/E05)

19. (2.15) Participation in the South London Air Monitoring Network Pilot Project (Relates to Bill No. 388)

Motion made by: E. Pelozza

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated August 31, 2021, related to the South London Air Monitoring Network Pilot Project:

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

b) the proposed by-law as appended to the above-noted staff report BE INTRODUCED at the Municipal Council meeting to be held on September 14, 2021, to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement;

c) the single source negotiated price BE ACCEPTED to hire Envirosuite Limited for a term of three years for a total estimated price of \$303,990.00, excluding HST;

d) the financing for the project BE APPROVED in accordance with the Source of Financing Report as appended to the above-noted staff report;

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

f) 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; and,

g) Civic Administration BE AUTHORIZED to work with Western University (Western Engineering) on the South London Air Monitoring Network Pilot Project including a specific focus on the W12A Landfill with approved funds in 2021 and base program funds in 2022 (Program 480201.355000) in the amount of \$40,000 per year for two years; noting that City of London funds will be used by Western University to secure additional research funding through Mitacs and similar academic funding agencies. (2021-E05)

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

Recuse: (1): J. Morgan

Absent: (1): A. Kayabaga

Motion Passed (13 to 0)

8.5 12th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 12th Report of the Strategic Priorities and Policy Committee BE APPROVED, excluding items 2(4.1) and 3(4.2).

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

Absent: (1): A. Kayabaga

Motion Passed (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that Councillor S. Lehman disclosed a pecuniary interest in item 4.2, having to do with a proposed appointment to the London Downtown Business Association (LDBA), by indicating that he is a member of the LDBA.

Motion Passed

4. (4.3) 5th Report of the Diversity Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That the following actions be taken with respect to the Diversity, Inclusion and Anti-Oppression Advisory Committee from its meeting held on August 19, 2021:

a) the following actions be taken with respect to the Awards and Recognition Sub-Committee update:

i) the request from the Awards and Recognition Sub-Committee for budget allocation of up to \$700.00 for the 2021 Diversity, Race Relations and Inclusivity Award, BE APPROVED; and,

ii) it BE NOTED that the verbal update from A. Husain with respect to the Awards and Recognition Sub-Committee meeting was received; and,

b) that clauses 1.1, 1.2, 2.1, 2.2, 3.1, 4.1, 4.2, 5.2, 5.3, 5.4, 6.1 and 7.1 BE RECEIVED.

Motion Passed

5. (4.4) London Transit Commission Vacancy

Motion made by: J. Morgan

That the resignation of Tanya Park from the London Transit Commission as of October 22, 2021 BE ACCEPTED and the City Clerk BE DIRECTED to publicly advertise for a replacement appointment with applications to be considered at the next meeting of the Strategic Priorities and Policy Committee.

Motion Passed

6. (4.5) Appointment to the London Hydro Inc. Board of Directors (Relates to Bill No. 445)

Motion made by: J. Morgan

That, on the recommendation of the Corporate Services Committee, the ~~attached~~ proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held September 14, 2021 to:

- a) ratify and confirm the Resolution of the Shareholder of London Hydro Inc., ~~attached~~ as Schedule "A" to the by-law; and
- b) authorize the Mayor and the City Clerk to execute the Resolution of the Shareholder of London Hydro Inc. ~~attached~~ as Schedule "A" to the by-law;

it being noted that Tania Goodine was selected for appointment to the London Hydro Inc. Board of Directors in accordance with the selection process held at the Corporate Services Committee on August 30, 2021.

Motion Passed

2. (4.1) 4 Pillars of Medical Ethics - Courtney Roddis

At 6:15 PM, Councillor M. Salih leaves the meeting.

Motion made by: J. Morgan

That the communications listed on the public agenda as items 4.1 (a) through (ac), inclusive, BE RECEIVED for information, and no further action be taken with respect to these submissions; it being noted that there are no current related decisions or considerations before the Strategic Priorities and Policy Committee at this time.

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

Nays: (1): M. van Holst

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

Motion Passed (12 to 1)

3. (4.2) Downtown Business Improvement Association Appointment

Motion made by: J. Morgan

That Councillor J. Helmer BE APPOINTED as the Municipal Council representative on the Downtown Business Area Board to replace Councillor A. Kayabaga, on an interim basis until such time as the leave of Councillor Kayabaga is resolved; it being noted that the Strategic Priorities and Policy Committee received a communication dated August 19, 2021 from A. McClenaghan, Chair, LDBA and D. McCallum, Chair, MSL and a communication dated August 17, 2021, with respect to this matter.

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

Recuse: (1): S. Lehman

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

Motion Passed (12 to 0)

10. Deferred Matters

None.

11. Enquiries

None.

12. Emergent Motions

None.

13. By-laws

Motion made by: S. Lewis

Seconded by: S. Lehman

That Introduction and First Reading of Bill No's 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: A. Hopkins

Seconded by: M. van Holst

That Second Reading of Bill No's 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

Motion made by: S. Hillier

Seconded by: S. Turner

That Third Reading and Enactment of Bill No's. 387, 389 to 445, inclusive, BE APPROVED.

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

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

Motion Passed (13 to 0)

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

That Introduction and First Reading of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

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

That Second Reading of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Bill No. 388, BE APPROVED.

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

Recuse: (1): J. Morgan

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

Motion Passed (12 to 0)

4. Council, In Closed Session

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

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

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

A matter pertaining to the proposed or pending lease 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. (6.1/12/CPSC)

4.2 Personal Matters/Identifiable Individual

A matter pertaining to personal matters about an identifiable individual, including communications necessary for that purpose, as it relates to interviews for the nomination to the London Hydro Inc. Board. (6.1/14/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. (6.2/14/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.

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

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

4.6 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.

4.7 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.

4.8 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.

4.9 Litigation/Potential Litigation / Matters Before Administrative Tribunals / Solicitor-Client Privileged Advice

A matter pertaining to litigation or potential litigation with respect to the partial expropriation of property located at 920, 924, 928 and 930 Western Road including matters before administrative tribunals, affecting the municipality or local board, Board of Negotiation file number BN 21-22; advice that is subject to solicitor-client privilege, including communications necessary for that purpose, in connection with the expropriation of property located at 920, 924, 938 and 930 Western Road; and directions and instructions to officers and employees or agents of the municipality regarding settlement negotiations and conduct of litigation or potential litigation in connection with the expropriation of a property located at 920, 924, 928 and 930 Western Road. (6.8/14/CSC)

4.10 Labour Relations / Solicitor-Client Privileged Advice

A matter pertaining to reports, advice and recommendations of officers and employees of the Corporation concerning labour relations regarding the Corporation's associations and unions and advice which is subject to solicitor-client privilege and communications necessary for that purpose and for the purpose of providing directions to officers and employees of the Corporation. (6.9/14/CSC)

4.11 Litigation/Potential Litigation / Solicitor-Client Privileged Advice

A matter pertaining to employment-related matters; litigation or potential litigation affecting the municipality; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; advice or recommendations of officers and employees of the Corporation, including communications necessary for that purpose and for the purpose of providing instructions and directions to officers and employees of the Corporation. (6.10/14/CSC)

Motion Passed

The Council convenes, In Closed Session, from 6:23 PM to 7:19 PM.

8. Reports

8.3 14th Report of the Corporate Services Committee

13. (5.1) Proof of COVID-19 Vaccination Administrative Policy

Motion made by: M. Cassidy

That the following actions be taken with respect to the "Proof of COVID-19 Vaccination Administrative Policy:

a) the staff report, dated August 30, 2021, with respect to this matter BE RECEIVED; it being noted that an updated Proof of COVID-19 Vaccination Administrative Policy was provided to Council on the public agenda.; and,

b) the civic administration BE DIRECTED to bring forward to the next meeting of the Corporate Services Committee a similar COVID-19 Vaccination Council Policy, specifically applicable to the Members of Council, for consideration;

it being noted that two communications from Councillor M. van Holst were received with respect to this matter.

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

Nays: (1): M. van Holst

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (11 to 1)

9. Added Reports

9.1 12th Report of Council in Closed Session

Motion made by: S. Lehman

Seconded by: M. Cassidy

1. Property Acquisition - West of Canterbury Park and the London Hyde Park Rotary Link Trail - Stanton Drain Remediation Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at West of Canterbury Park and the London Hyde Park Rotary Link Trail, further described as Part North ½ lot 25, Concession 3, London Township, designated as Part 1, 2, and 3 on reference plan 33R-1961, being all of PIN 08053-0503 (LT), containing an area of approximately 18.10 acres, as shown on the location map attached as Appendix "B", for the purpose of remediation work to accommodate the Stanton Drain Remediation Project, the following actions be taken:

a) the offer submitted by 1390226 Ontario Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$552,300.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix "C"; and,

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

2. Partial Property Acquisition - 2118 Richmond Street - Sunningdale Road Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, with respect to the acquisition of a portion of property from 2118 Richmond Street, further described as Part Lot 16, Concession 6, in the City of London, County of Middlesex, being part of PIN 08145- 0151, designated as Parts 15, 16, and 17, Plan 33R-21022, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Encore at Upper Richmond Village Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$323,600.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement;

b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix "C", submitted by Encore at Upper Richmond Village Inc. (the "Vendor"), for the sum of \$30,900.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$15,450.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement; and,

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

3. Partial Property Acquisition - 135 Villagewalk Boulevard - Sunningdale Road Improvements

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, with respect to the acquisition of a portion of property from 135 Villagewalk Boulevard, further described as Part of Block 90, Plan 33M-633, in the City of London, County of Middlesex, being part of PIN 08138- 0849, designated as Parts 4 and 5, Plan 33R-20957, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix “C”, submitted by 2560334 Ontario Inc. (the “Vendor”), to sell the subject property to the City, for the sum of \$161,650.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement;
- b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix “C”, submitted by 2560334 Ontario Inc. (the “Vendor”), for the sum of \$75,000.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$37,500.00, subject to the terms and conditions BE ACCEPTED set out in the agreement; and,
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

4. Property Acquisition - 267 Wellington Road - Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 267 Wellington Road, further described as Part of Lots 68 and 69, Plan 452 (4th), being SLY 33 FT 6 in LT 68 & NLY 3 FT 6 In LT69, being all of PIN 08364-0095 (LT), containing an area of approximately 4,456 square feet, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Victoria Elizabeth McCracken (the “Vendor”), to sell the subject property to the City, for the sum of \$463,000.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

5. Property Acquisition - 269 Wellington Road - Wellington Gateway Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, with respect to the property located at 269 Wellington Road, further described as Part of Lots 69 and 70, Plan 452 (4th), as in 603560, being all of PIN 08364-0096 (LT), containing an area of approximately 4,434.73 square feet, as shown on the location map attached as Appendix “B,” for the purpose of future road improvements to accommodate the Wellington Gateway Project, the following actions be taken:

- a) the offer submitted by Neria Lefort (the “Vendor”), to sell the subject property to the City, for the sum of \$463,000.00, subject to the terms and conditions BE ACCEPTED as set out in the agreement attached as Appendix “C;” and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

6. Offer to Purchase Industrial Land – 10264539 Canada Ltd. –
Innovation Park, Phase I

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned industrial land located in Innovation Park, Phase I, containing an area of approximately 5.47 acres, located on the west side of Innovation Drive, more specifically described as Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, in the City of London, County of Middlesex, being all of PIN 08197-0293, as outlined on the sketch attached hereto as Appendix “A” and the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by 10264539 Canada Ltd. (the “Purchaser”) to purchase from the City, 5.47 acres of the subject property, at a purchase price of \$382,900.00, reflecting a sale price of \$70,000.00 per acre BE ACCEPTED .

7. National Day for Truth and Reconciliation

That, on the recommendation of the Director, People Services with the concurrence of the City Manager, the Civic Administration BE DIRECTED that the Corporation recognize and observe the National Day for Truth and Reconciliation, which seeks to honour First Nations, Inuit and Metis Survivors and their families and communities and to ensure public commemoration of their history and the legacy of residential schools remains a vital component of the reconciliation process, by closing all but its essential services and providing its employees with a paid holiday (save and except our casual employee group).

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

That Introduction and First Reading of Added Bill No.'s 446 to 451 BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

That Second Reading of Added Bill No.'s 446 to 451, BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

That Third Reading and Enactment of Added Bill No.'s 446 to 451, BE APPROVED.

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

Absent: (3): M. Salih, P. Van Meerbergen, and A. Kayabaga

Motion Passed (12 to 0)

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

Bill	By-law
Bill No. 387	By-law No. A.-8151-278 - A by-law to confirm the proceedings of the Council Meeting held on the 14 th day of September, 2021. (City Clerk)
Bill No. 388	By-law No. A.-8152-279 - A by-law to authorize and approve an Agreement between Envirosuite Canada Inc. and The Corporation of the City of London and to authorize the Mayor and the City Clerk to execute the Agreement. (2.15b/11/CWC)
Bill No. 389	By-law No. A.-8153-280 - A by-law to approve the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): COVID-19 Resilience Infrastructure Team – Local Government Intake Stream Projects between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London (“Agreement”) and authorize the Mayor and City Clerk to execute the Agreement and any future amending agreements. (2.18/11/CWC)
Bill No. 390	By-law No. A.-8154-281 - A by-law to approve and authorize the execution of the Transfer Payment Agreement between Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the City of London. (2.6/12/CPSC)
Bill No. 391	By-law No. A.-8155-282 - A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing. (2.7/12/CPSC)
Bill No. 392	By-law No. A.-8156-283 - A by-law to repeal By-law No. L.-8 being “A By-law to provide for the licensing and regulation of Methadone Clinics and Methadone Pharmacies in the City of London” as the By-law is no longer required as Clinic and Pharmacies are regulated by other legislation and regulations. (2.3b/14/CSC)
Bill No. 393	By-law No. A.-8157-284 - A by-law to repeal By-law No. A-10 being “A by-law to provide for the Regulation of Adult Video Cassette and Disc Outlets” as the By-law is no longer required due to technological changes. (2.3b/14/CSC)

Bill	By-law
Bill No. 394	By-law No. A.-8158-285 - A by-law to repeal By-law No. A-11 being "A by-law to provide for the Regulation of Adult Book and Magazine Outlets" as the By-law is no longer required due to technological changes. (2.3b/14/CSC)
Bill No. 395	By-law No. A.-6151(ac)-286 - A by-law to authorize and approve 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 Attachment "B" to Schedule "A" – Sale and other Disposition of land Policy of the By-law and by replacing it with a new Attachment "B" to Schedule "A" to amend the current pricing for City-owned serviced industrial land. (2.4/14/CSC)
Bill No. 396	By-law No. A.-6924(a)-287 - A by-law to amend By-law No. A.-6924-85, as amended, being "A by-law to prohibit smoking within 9 metres of recreation amenities in Municipal Parks, and Entrances to Municipally-owned Buildings" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 397	By-law No. A.-7562(c)-288 - A by-law to amend By-law No. A.-7562-160, as amended, being "A By-law to repeal and replace By-law A.-7015-285, being The Grants for Sump Pump, Sewage Ejector, and Storm Drain Connection Grant Program By-law" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 398	By-law No. A.-7769(a)-289 - A by-law to amend By-law A.-7769-461 being "A by-law to delegate authority to the City Engineer or the City Engineer's designate, Director, Roads and Transportation or Division Manager, Transportation and Roadside Operations, to declare the beginning and end of a significant weather event for the purposes of administering the Municipal Act, 2001, O.Reg. 239/02 - Minimum Maintenance Standards for Municipal Highways" to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)
Bill No. 399	By-law No. A.-7895(a)-290 - A by-law to amend by-law No. A.-7895-270 being "A by-law to authorize an Amending Agreement between The Corporation of the City of London and Trojan Technologies and to authorize the Mayor and City Clerk to execute the Agreement" to delegate the function of approving future site improvements and construction by Trojan Technologies to the Deputy City Manager, Environment and Infrastructure, or her delegate. (2.6/11/CWC)
Bill No. 400	By-law No. A-1-21015 - A by-law to amend By-law No. A-1, as amended, being "A bylaw to provide for the Execution of Certain Documents" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 401	By-law No. A-50-21009 - A by-law to amend By-law No. A-50, as amended being "A by-law to provide for the Rules of Order and Procedure for the Council of The Corporation of the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 402	By-law No. A-54-21007 - A by-law to amend By-law No. A-54, as amended, being "A by-law to implement an Administrative Monetary Penalty System in London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 403	By-law No. B-1-21007 - A by-law to amend By-law No. B-1, as amended, being "A by-law to provide for the Naming of Highways and the Numbering of Buildings and Lots" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 404	By-law No. C.P.-1363(i)-291 - A by-law to amend By-law No. C.P.-1363-381, as amended, being "A by-law to prohibit and regulate the placing or dumping of fill and the alteration of the grade of land in defined areas of the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 405	By-law No. C.P.-1455(q)-292 - A by-law to amend By-law No. C.P.-1455-541, as amended, being "A by-law to designate a site plan control area and to delegate Council's power under Section 41 of the Planning Act, R.S.O. 1990, c.P. 13 to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 406	By-law No. C.P.-1469(c)-293 - A by-law to amend By-law No. C.P.-1469-217, as amended, being "A by-law to require an applicant to consult with the municipality prior to making an application under the Planning Act" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 407	By-law No. C.P.-1470(f)-294 - A by-law to amend By-law No. C.P.-1470-218, as amended, being "A by-law to delegate the authority to require an applicant to provide information and material in support of various Planning Act applications" to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 408	By-law No. C.P.-1502(b)-295 - A by-law to amend By-law No. C.P.-1502-129, as amended, being "A by-law to delegate certain authority of Municipal Council to consent to or grant permits for alterations to heritage designated properties" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 409	By-law No. C.P.-1555(a)-296 - A by-law to amend By-law No. C.P.-1555-252, being "A by-law to regulate the Injuring and Destruction of Trees and to encourage preservation and planting of Trees throughout the City of London" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 410	By-law No. C.P.-1560(a)-297 - A by-law to amend By-law No. C.P.-1560-106, being “A by-law to approve and authorize the use of the Affordable Housing Development Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property to provide for a loan for the creation of new affordable rental housing units and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 411	By-law No. C.P.-1561(a)-298 - A by-law to amend By-law No. C.P.-1561-107, being “A by-law to approve and authorize the use of the Additional Residential Unit Loan Agreement template between The Corporation of the City of London (the “City”) and Registered Owner of a property providing affordable rental units (the “Borrower”) to provide for a loan to address affordability of home ownership and to create more long-term, stable rental housing supply to help address low vacancy rental rates, and to delegate the authority to enter into such Agreements to the City Planner or delegate” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 412	By-law No. CP-17-21006 - A by-law to amend By-law No. CP-17, as amended, being “A by-law to delegate certain portions of Council’s assigned authority with respect to approvals for plans of subdivision and condominium pursuant to the Planning Act” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 413	By-law No. CP-19-21004 - A by-law to amend By-law No. CP-19, as amended, being “A by-law to provide for the licensing and regulation of Residential Rental Units in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 414	By-law No. CP-21-21001 - A by-law to amend By-law No. CP-21 being “A by-law to provide for the licensing and regulation of informal residential care facilities and services in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 415	By-law No. CP-22-21001 - A by-law to amend By-law No. CP-22, being “A by-law relating to planting and preserving of trees on boulevards in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 416	By-law No. CP-23-21002 - A by-law to amend By-law No. CP-23, as amended, entitled “A by-law to provide for the Committee of Adjustment and Consent Authority” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)

Bill	By-law
Bill No. 417	By-law No. L.-130(c)-299 - A by-law to amend By-law No. L.-130-71, as amended, being “A by-law to provide for the licensing, regulating and governing of vehicles for hire, including cabs, accessible cabs, limousines, private vehicles fore hire and accessible vehicles fore hire, owners and brokers” to change Civic Administration titles to reflect the current organizational structure (2.3a/14/CSC)
Bill No. 418	By-law No. L.-131(e)-300 - A by-law to amend By-law No. L.-131-16, as amended, being “A by-law to provide for the Licensing and Regulation of Various Businesses” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 419	By-law No. PH-3-21017 - A by-law to amend By-law No. PH-3, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping of Animals in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)
Bill No. 420	By-law No. PH-4-21030 – A by-law to amend By-law No. PH-4, as amended, being “A by-law to provide for the Regulation, Restriction and Prohibition of the Keeping and the Running at Large of Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 421	By-law No. PH-5-21007 - A by-law to amend By-law No. PH-5, as amended, being “A by-law to provide for the appointment of a Poundkeeper and to regulate the Public Pound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 422	By-law No. PH-6-21004 - A by-law to amend By-law No. PH-6, as amended, being “A by-law concerning the provision of vital services and maintenance of suitable heat or leased or rental dwellings” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 423	By-law No. PH-12-21005 - A by-law to amend By-law No. PH-12, as amended, being “A by-law to provide for the licensing and regulation of Pit Bull Dogs in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 424	By-law No. PH-18-21006 - A by-law to amend By-law No. PH-18, as amended, being “A by-law to prohibit and regulate public nuisances within the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 425	By-law No. PR-2-21006 - A by-law to amend By-law No. PR-2, as amended, being “A by-law to regulate use, protection and regulation of Public Parks and Recreation Areas in the City of London” to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)

Bill	By-law
Bill No. 426	By-law No. PS-5-21008 – A by-law to amend By-law No. PS-5, as amended, being “A by-law to provide for the owners of privately-owned outdoor swimming pools to erect and maintain fences and to provide a pool grading and drainage plan” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 427	By-law No. PS-113-21074 - A by-law to amend By-law No. PS-113, as amended, being “A by-law to regulate traffic and the parking of motor vehicles in the City of London, and to repeal By-law No. PS-111, as amended, entitled, “A by-law to regulate traffic and the parking of motor vehicles in the City of London” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 428	By-law No. PS-113-21075 - 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.” (2.10/11/CWC)
Bill No. 429	By-law No. PW-2-21003 - A by-law to amend By-law No. PW-2, as amended, being “A by-law to provide for the Regulation and Control of the Storage and Abandonment of Unattended and Unsafe Boxes and Containers” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)
Bill No. 430	By-law No. PW-12-21006 - A by-law to amend By-law No. PW-12, as amended, being “A by-law to provide for the Regulation and Prohibition of Noise and Sound” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 431	By-law No. S.-6137-301 - A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as widening to Tokala Trail, west of Dalmagarry Road) (Chief Surveyor – to allow unrestricted access to a proposed Condominium site, pursuant to SPA20-110)
Bill No. 432	By-law No. S.-6138-302 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Southdale Rd East, west of Easy Street) (Chief Surveyor – for road widening purposes on Southdale Rd E, registered as ER1370548, pursuant to B.050/19 and in accordance with Z.-1)
Bill No. 433	By-law No. S.-6139-303 – A by-law to lay out, constitute, establish and assume lands in the City of London as public highway. (as widening to Byron Baseline Road, west of Wickerson Road) (Chief Surveyor – for road widening purposes on Byron Baseline Rd, registered as ER1377423, pursuant to SPA21-024 and in accordance with Z.-1)
Bill No. 434	By-law No. S.-5868(c)-304 - A by-law to amend By-law No. S.-5868-183, as amended, being “A By-law prohibiting and regulating signs, and regulating the placing of signs upon highways and buildings” to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes (2.3a/14/CSC)

Bill	By-law
Bill No. 435	By-law No. S-1-21016 - A by-law to amend By-law No. S-1, as amended, being "A by-law to provide for the regulation of Streets" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 436	By-law No. S-2-21006 - A by-law to amend By-law No. S-2, as amended, being "A by-law to provide for the regulation of the movement of heavy loads and objects over London streets" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 437	By-law No. W-8-21009 - A by-law to amend By-law No. W-8, as amended, being "A by-law to provide for the Regulation of Water Supply in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 438	By-law No. WM-4-21018 - A by-law to amend By-law No. WM-4, as amended, being "A by-law to regulate connections to the Public Sewage Works" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 439	By-law No. WM-12-21018 - A by-law to amend By-law No. WM-12, as amended, being "A by-law to provide for the Collection of Municipal Waste and Resource Materials in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 440	By-law No. WM-16-21007 - A by-law to amend By-law No. WM-16, as amended, being "A by-law to provide for the regulation of the discharge of wastes into the public sewage works and of hauled liquid waste" to change Civic Administration titles to reflect the current organizational structure and other housekeeping changes. (2.3a/14/CSC)
Bill No. 441	By-law No. WM-28-21010 - A by-law to amend By-law No. WM-28, as amended, being "A by-law for regulation of wastewater and stormwater drainage systems in the City of London" to change Civic Administration titles to reflect the current organizational structure. (2.3a/14/CSC)
Bill No. 442	By-law No. Z.-1-212958 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1196 Sunningdale Road West. (2.4/12/PEC)
Bill No. 443	By-law No. Z.-1-212959 – A by-law to amend By-law No. Z.-1 to remove holding provisions from the zoning for lands located at 3557 Colonel Talbot Road. (2.6/12/PEC)
Bill No. 444	By-law No. Z.-1-212960 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 496 Dundas Street. (3.2/12/PEC)
Bill No. 445	By-law A.-8159-305 - A by-law to ratify and confirm the Resolutions of the Shareholder of London Hydro Inc. (4.5/12/SPPC)

Bill	By-law
Bill No. 446	By-law No. A.-8160-306 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 1390226 Ontario Inc. for the acquisition of the property located West of Canterbury Park and the London Hyde Park Rotary Link Trail, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.2/14/CSC)
Bill No. 447	By-law No. A.-8161-307 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Encore at Upper Richmond Village Inc. for the acquisition of a portion of the property located at 2118 Richmond Street, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/14/CSC)
Bill No. 448	By-law No. A.-8162-308 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 2560334 Ontario Inc. for the acquisition of a portion of the property located at 135 Villagewalk Boulevard, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/14/CSC)
Bill No. 449	By-law No. A.-8163-309 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Victoria Elizabeth McCracken, for the acquisition of the property located at 267 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.5/14/CSC)
Bill No. 450	By-law No. A.-8164-310 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Neria Lefort, for the acquisition of the property located at 269 Wellington Road, in the City of London, for the Wellington Gateway Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.6/14/CSC)
Bill No. 451	By-law No. A.-8165-311 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and 10264539 Canada Ltd. for the sale of the City owned industrial land, located on the west side of Innovation Drive, more specifically described as Part of Block 3, Plan 33M-544, designated as Part 7, Plan 33R-20553, in the City of London, County of Middlesex, being all of PIN 08197-0293, containing an area of approximately 5.47 acres, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.7/14/CSC)

14. Adjournment

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

That the meeting BE ADJOURNED.

Motion Passed

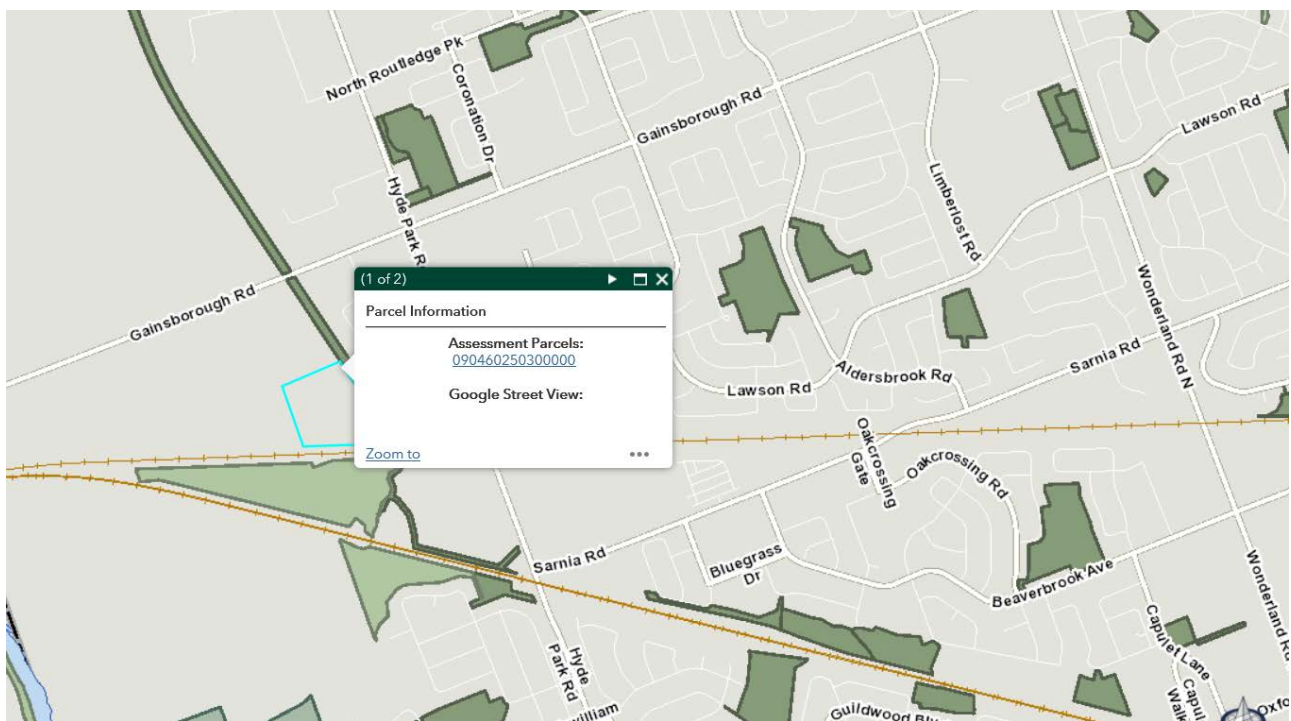
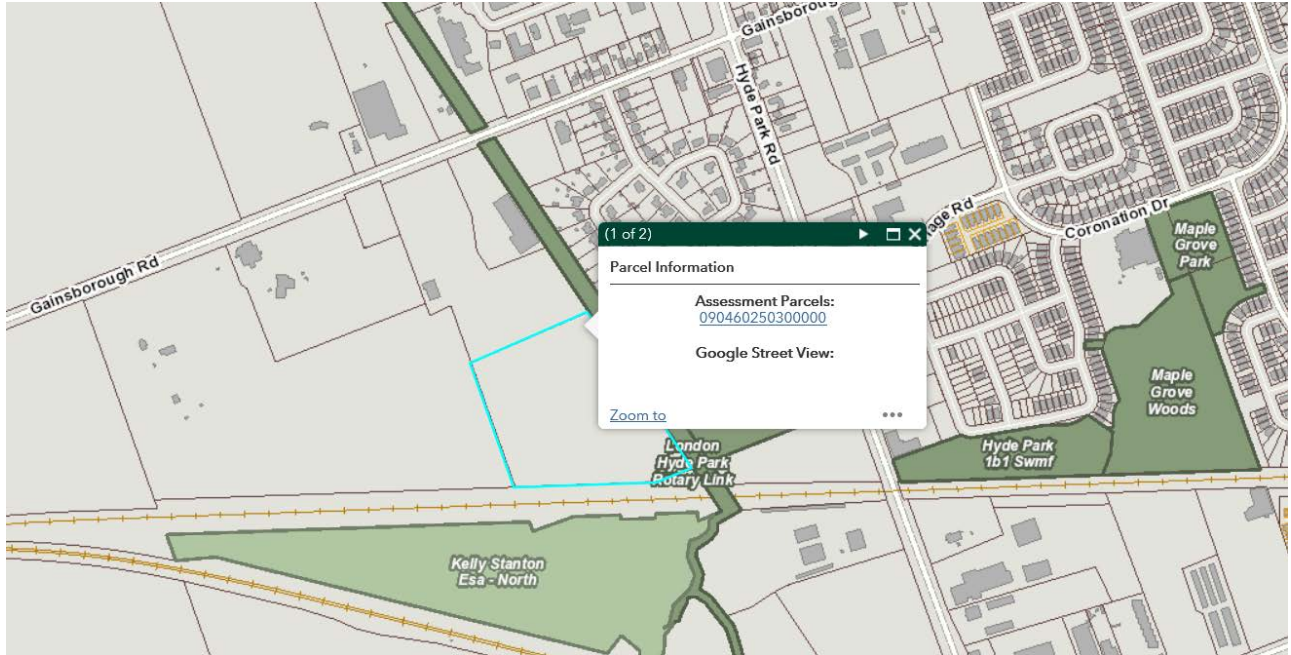
The meeting adjourned at 7:38 PM.

Ed Holder, Mayor

Catharine Saunders, City Clerk

Appendix B – Location Map

West of Canterbury Park and the London Hyde Park Rotary Link Trail.



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 1390226 ONTARIO INC.

REAL PROPERTY:

Address West of Canterbury Park and the London Hyde Park Rotary Link Trail,
London, Middlesex, Ontario

Location North of CP Tracks West of Hyde Park Road

Measurements approximately 18.10 acres

Legal Description: Part North ½ lot 25, Concession 3, London Township, Designated Part 1, 2, 3, on Reference Plan 33R-1961, in the City of London, County of Middlesex, being all of PIN 08053-0503 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 FIVE HUNDRED AND FIFTY-TWO THOUSAND THREE HUNDRED DOLLARS CDN (\$552,300.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Description of the Property
Schedule "B" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **October 8th, 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 **October 22, 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 **November 5, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and

except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 27 day of July 2021 .

SIGNED, SEALED AND DELIVERED
In the Presence of



1390226 ONTARIO INC.

Per: _____

Name: _____

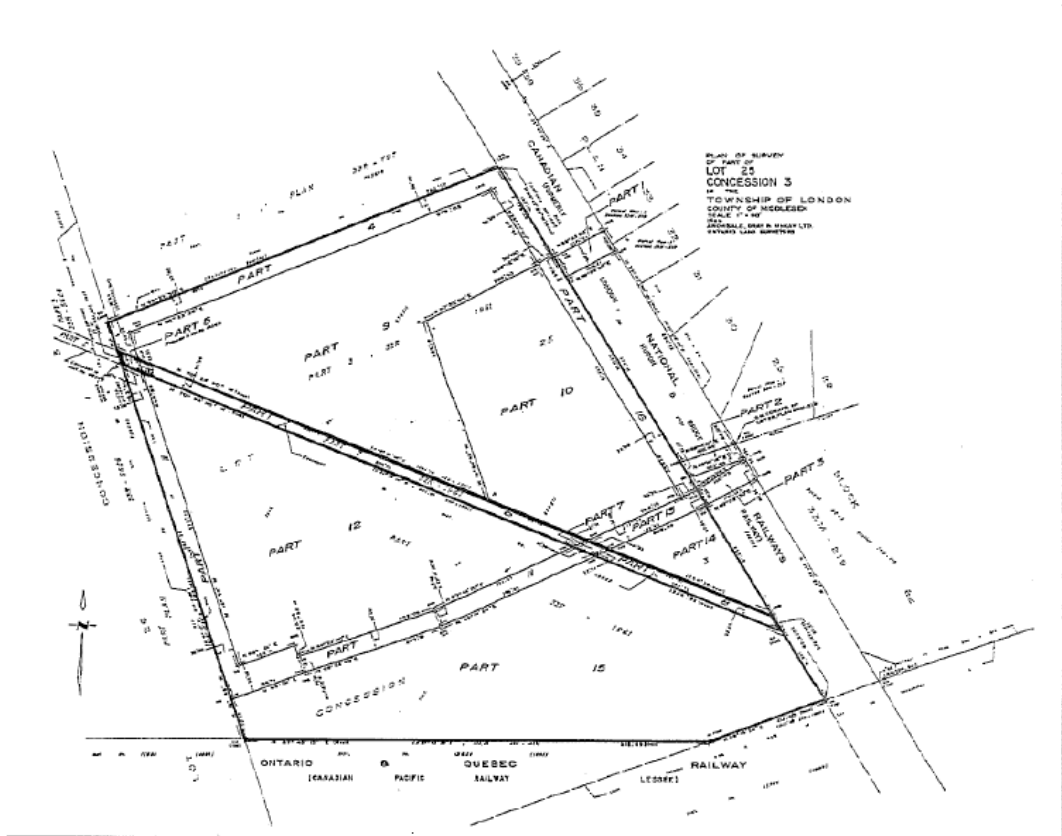
Title: _____

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: James Eklay, McKenzie Luke, jim.eklay@McKenzieLuker.com

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

SCHEDULE "A"



SCHEDULE "B"

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **SOIL, GEOTECHNICAL, ARCHEOLOGICAL, AND ENVIRONMENTAL TESTS:** The Purchaser shall have a period of 60 days from the date of acceptance of this Agreement 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 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: If required,** the Purchaser agrees to prepare and deposit on title, on or before closing and at its expense, a reference plan describing the Property. In the event that the reference plan has not yet been deposited upon the Completion Date contained in paragraph 7 of this Agreement, the Vendor shall consent to extend the Completion Date for a period of up to two (2) months, without condition, to facilitate the deposit of the reference plan prior to closing.
4. **BELL CANADA EASEMENT:** The Purchaser agrees to accept the title to the Property subject to an easement in favour of Bell Canada to operate, maintain, repair, replace, renew or make additions to telecommunications facilities including buried cable and wires, conduits, foundations, cabinets, markers and appurtenances.

Appendix "A"
Confidential

#21149

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, West of Canterbury Park and the London Hyde Park Rotary Link Trail
Stanton Drain Remediation Project
(Subledger LD210114)
Capital Project ES3021 - Land (Expropriation Negotiations)
1390226 Ontario 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, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	20,000	4,614	0	15,386
Land Acquisition	880,000	0	574,629	305,371
Total Expenditures	\$900,000	\$4,614	\$574,629	\$320,757

Sources of Financing

Drawdown from City Services - Stormwater Reserve Fund (Development Charges) (Note 1)	900,000	4,614	574,629	320,757
Total Financing	\$900,000	\$4,614	\$574,629	\$320,757

Financial Note:

Purchase Cost	\$552,300
Add: Legal Fees etc.	5,000
Add: Land Transfer Tax	7,521
Add: HST @13%	72,449
Less: HST Rebate	<u>-62,641</u>
Total Purchase Cost	<u>\$574,629</u>

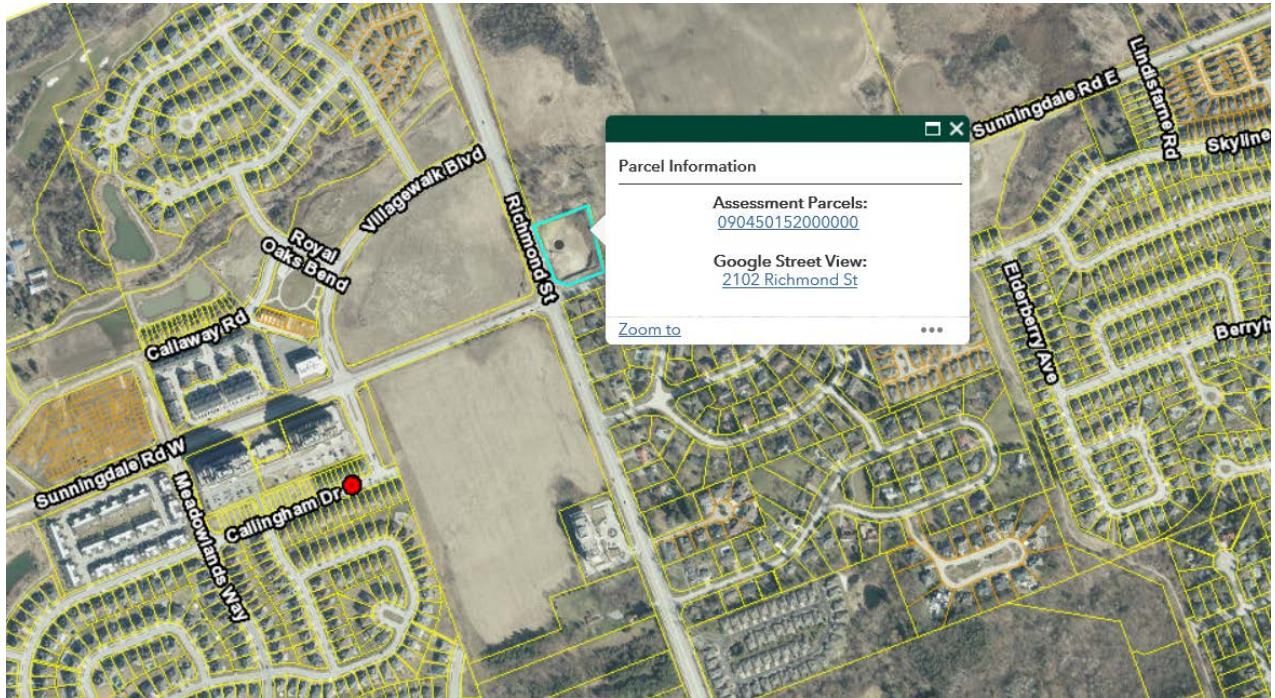
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map



2118 Richmond Street (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: ENCORE AT UPPER RICHMOND VILLAGE INC.

REAL PROPERTY:

Address Part of 2118 Richmond Street, London, Ontario

Location North East Corner of Richmond Street and Sunningdale Road West

Measurements Irregular; 0.309 Acres

Legal Description: Part Lot 16, Concession 6, in the City of London, County of Middlesex, designated as Parts 15, 16, & 17 on Plan 33R-21022, being part of PIN 08145-0151, as shown in Schedule "A" (the "Property") attached hereto.

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be THREE HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS CDN (\$323,600.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **October 8th, 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 **October 29th, 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 **November 12th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

IN WITNESS WHEREOF The Corporation of the City of London hereto has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. _____ of the Council of The Corporation of the City of London passed the _____ day of _____, 1993.

THE CORPORATION OF THE CITY OF LONDON

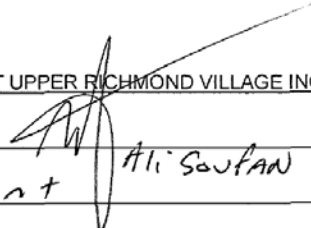
Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 21 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: ENCORE AT UPPER RICHMOND VILLAGE INC

Name:  Ali Saifan

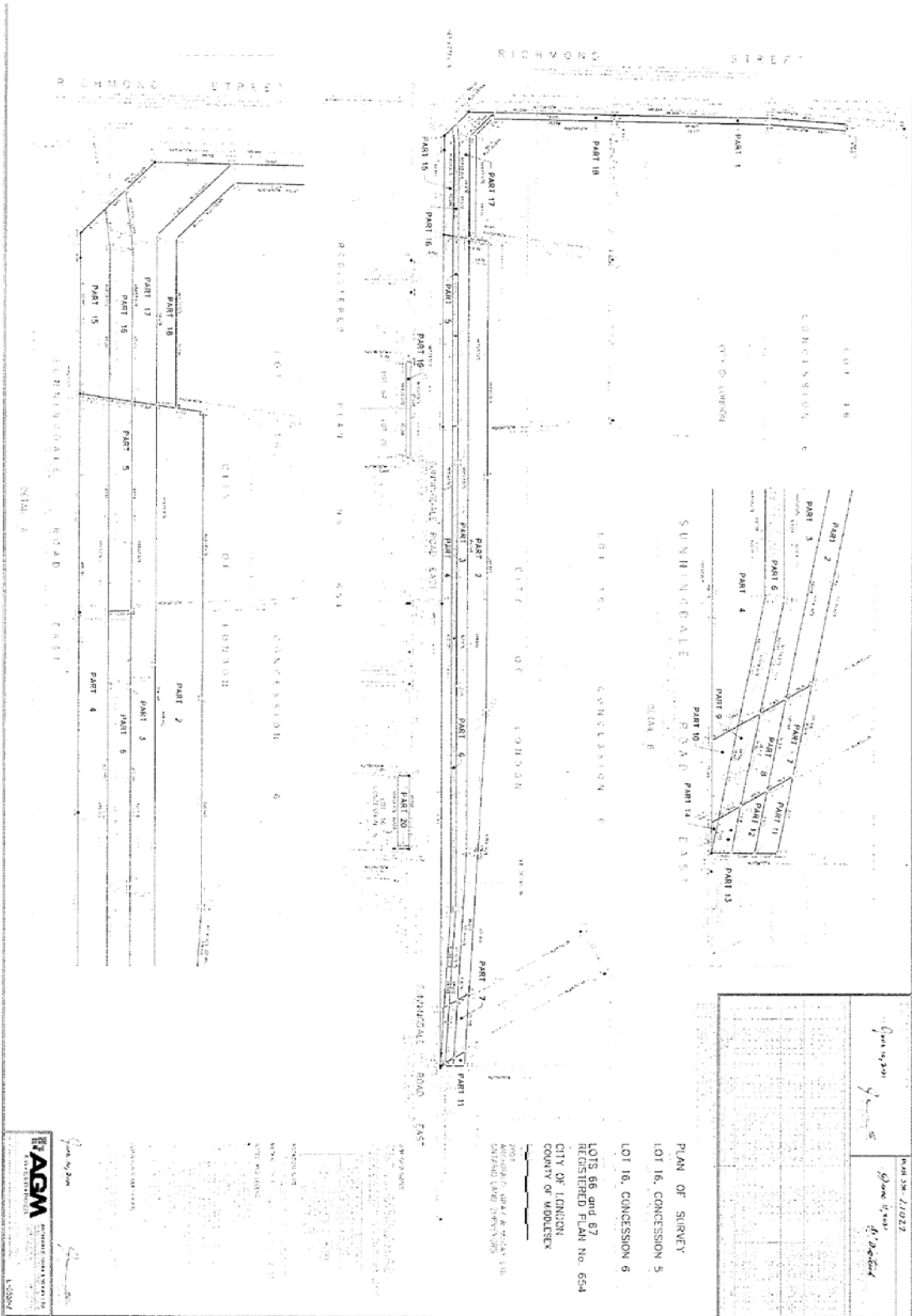
Title: President

I/We Have the Authority to Bind the Corporation

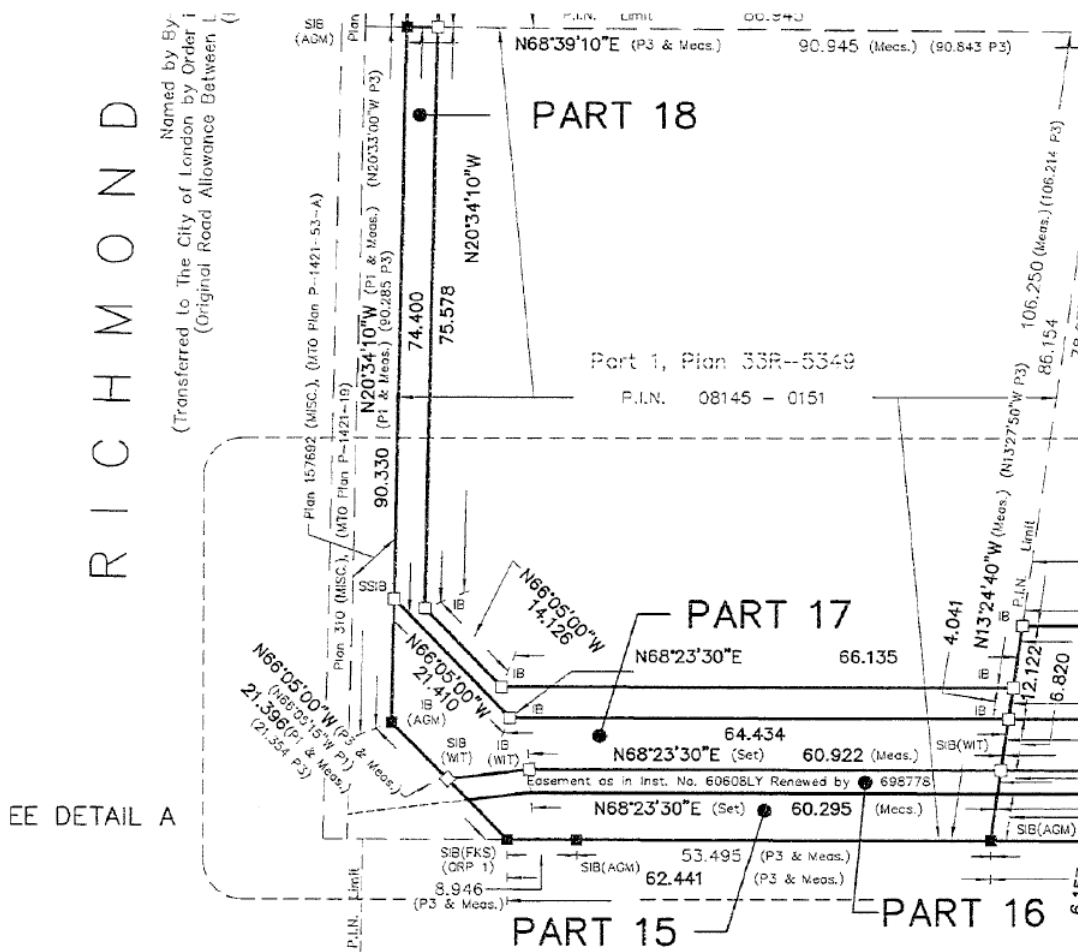
VENDOR'S LAWYER: Andrew Hutz, Lerner LLP, (519) 640-6365

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

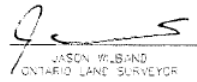
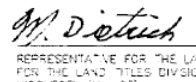
SCHEDULE "A" Description of "The Property"



SCHEDULE "A" Description of "The Property" Continued



EE DETAIL A

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-21022			
DATE <u>June 10, 2021</u>		RECEIVED AND DEPOSITED DATE <u>June 11, 2021</u>			
 JASON WILSON ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PART	LOT/BLOCK	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS
1	Part of Lot 18	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.05908 Hectares 0.1436 Acres
2	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.50255 Hectares 1.2418 Acres
3	Part of Lot 18	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.30637 Hectares 0.7620 Acres
4	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.28348 Hectares 0.7006 Acres
5	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.03674 Hectares 0.0909 Acres
6	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.11059 Hectares 0.1110 Acres
7	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.02542 Hectares 0.0628 Acres
8	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01799 Hectares 0.0445 Acres
9	Part of Lot 18	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.01113 Hectares 0.0274 Acres
10	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00396 Hectares 0.0098 Acres
11	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00491 Hectares 0.0121 Acres
12	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.00172 Hectares 0.0043 Acres
13	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	3.0 Sqm. 30 Sq.ft.
14	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	
15	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.02984 Hectares 0.0984 Acres
16	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.02133 Hectares 0.0527 Acres
17	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.06412 Hectares 0.1584 Acres
18	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.05966 Hectares 0.1474 Acres
19	Part of Lots 66 & 67	Registered Plan No. 654	Part of P.I.N. 08084-0059	Philip Gustav Wiebe	0.01802 Hectares 0.0445 Acres
20	Part of Lot 16	Concession 6	Part of P.I.N. 08054-011E	Barbara Joyce Innes & Albert Lars Soberg	0.03197 Hectares 0.0790 Acres

SCHEDULE "B" Additional Terms and Conditions
(required in yellow balance are discretionary)

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Schedule "C"

GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER

B E T W E E N:

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

and

ENCORE AT UPPER RICHMOND VILLAGE INC.
(the "Owner"(s))

Part Lot 16, Concession 6, in the City of London, County of Middlesex, designated as Part 18 on Plan 33R-21022, being part of PIN 08145-0151, as shown in Schedule "A" (the "Property") attached hereto.
Legal Description

Part of 2118 Richmond Street, London, Ontario
Municipal Address of Property

//We, Encore at Upper Richmond Village Inc, being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with the Sunningdale Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2025 for a term of two years (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of THIRTY THOUSAND NINE HUNDRED DOLLARS CDN (\$30,900.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional FIFTEEN THOUSAND FOUR HUNDRED FIFTY DOLLARS CDN (\$15,450.00).

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein
2. The proposed use of the Consent has been discussed with me/us and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to my/our lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

ADDITIONAL TERMS AND CONDITIONS:

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

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

DATED at London this 21 day of July 2021,

Per: ENCORE AT UPPER RICHMOND MILLAGE INC

Name: Al. Soffer 

Title: President

I/We Have the Authority to Bind the Corporation

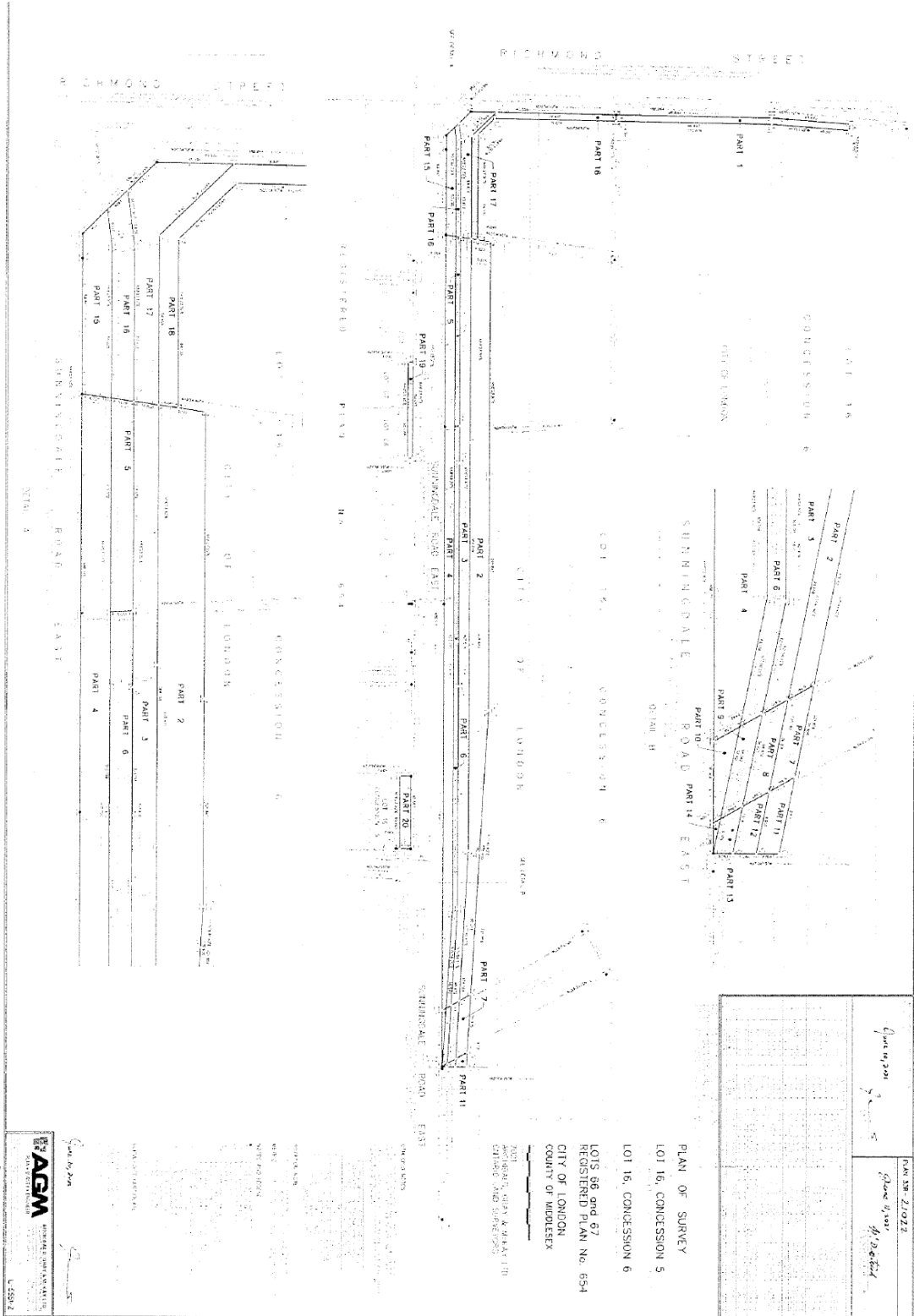
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

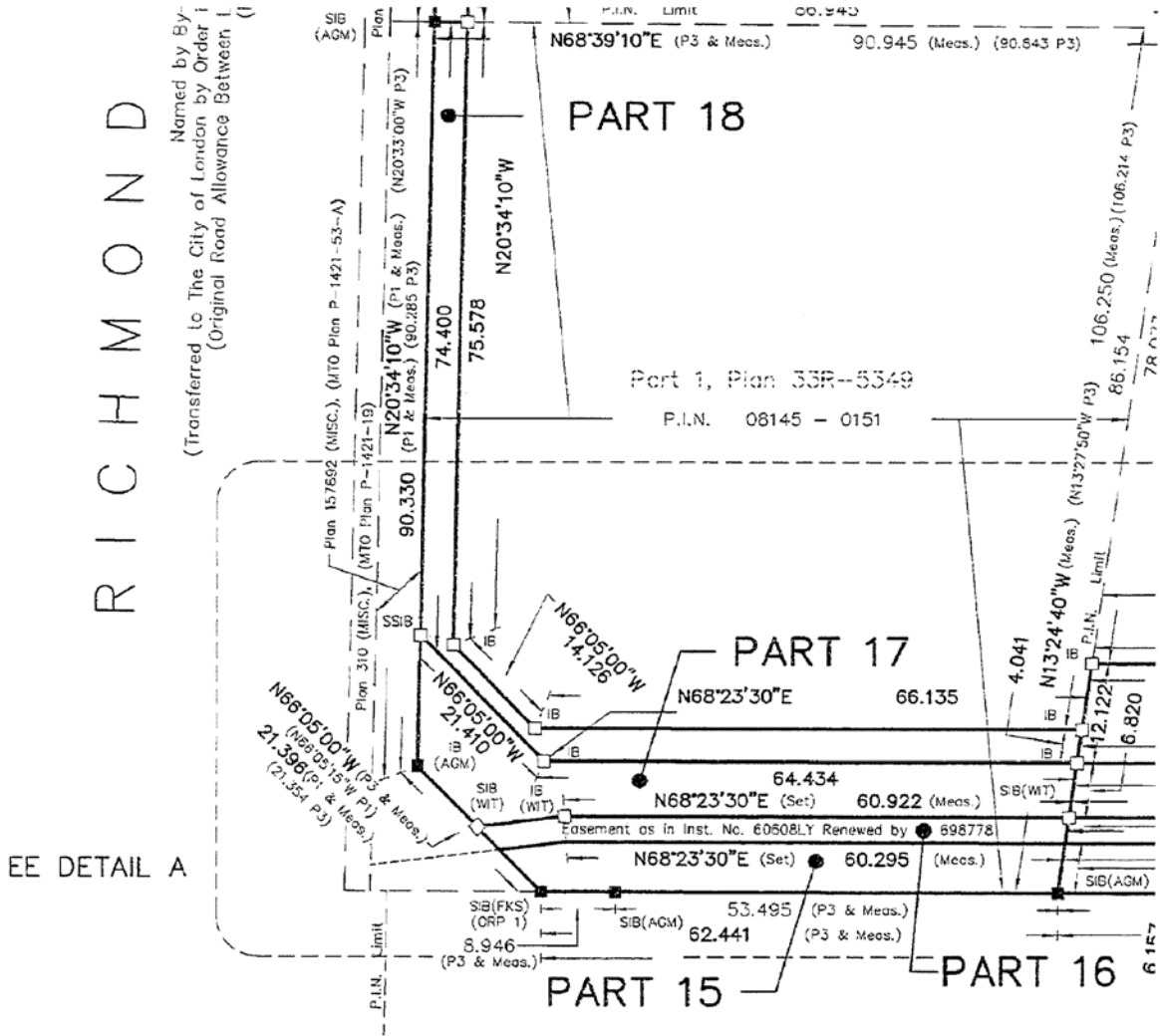
Ed Holder, Mayor

Catharine Saunders, City Clerk


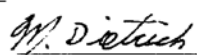
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



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



EE DETAIL A

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-21022				
DATE: <u>June 10, 2021</u>		RECEIVED AND DEPOSITED DATE: <u>June 11, 2021</u>				
 JASON WILBAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)				
PARTS SCHEDULE						
PART	LOT/BLOCK	CONCESSION/PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0508 Hectares	0.1245 Acres
2	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.5025 Hectares	1.2418 Acres
3	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.3053 Hectares	0.7620 Acres
4	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.2834 Hectares	0.7005 Acres
5	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0324 Hectares	0.0896 Acres
6	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.1109 Hectares	0.1110 Acres
7	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0242 Hectares	0.0628 Acres
8	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0189 Hectares	0.0445 Acres
9	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0110 Hectares	0.0274 Acres
10	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0039 Hectares	0.0098 Acres
11	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0049 Hectares	0.0121 Acres
12	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	0.0072 Hectares	0.0172 Acres
13	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	3.0 Sq.m.	32.56 ft.
14	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0152	Drewlo Holdings Inc.	-	-
15	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.0394 Hectares	0.0984 Acres
16	Part of Lot 15	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.0133 Hectares	0.0327 Acres
17	Part of Lot 15	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.0642 Hectares	0.1584 Acres
18	Part of Lot 16	Concession 6	Part of P.I.N. 08145-0151	Encore at Upper Richmond Village Inc.	0.0566 Hectares	0.1474 Acres
19	Part of Lots 66 & 67	Registered Plan No. 654	Part of P.I.N. 08084-0069	Philip Gustav Weber	0.0180 Hectares	0.0445 Acres
20	Part of Lot 16	Concession 5	Part of P.I.N. 08084-0118	Bernard Joyce Isaac & Albert Lorr Isberg	0.0397 Hectares	0.0790 Acres

Appendix "A"
Confidential

#21138

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 2118 Richmond St
Sunningdale Road Improvements
(Subledger LD200038)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd to 150m W of Richmond St
Encore at Upper Richmond Village 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, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,050,426	490,839	0	559,587
Land Acquisition	750,173	321,476	384,879	43,818
Utilities	527,826	55,312	0	472,514
Total Expenditures	\$2,328,425	\$867,627	\$384,879	\$1,075,919

Sources of Financing

Debenture By-law No. W.-5628-283	148,705	55,411	24,580	68,714
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	2,179,720	812,216	360,299	1,007,205
Total Financing	\$2,328,425	\$867,627	\$384,879	\$1,075,919

Financial Note:

Purchase Cost	\$323,600
Add: Legal Fees etc.	51,350
Add: Land Transfer Tax	3,329
Add: HST @13%	48,744
Less: HST Rebate	<u>-42,144</u>
Total Purchase Cost	<u>\$384,879</u>

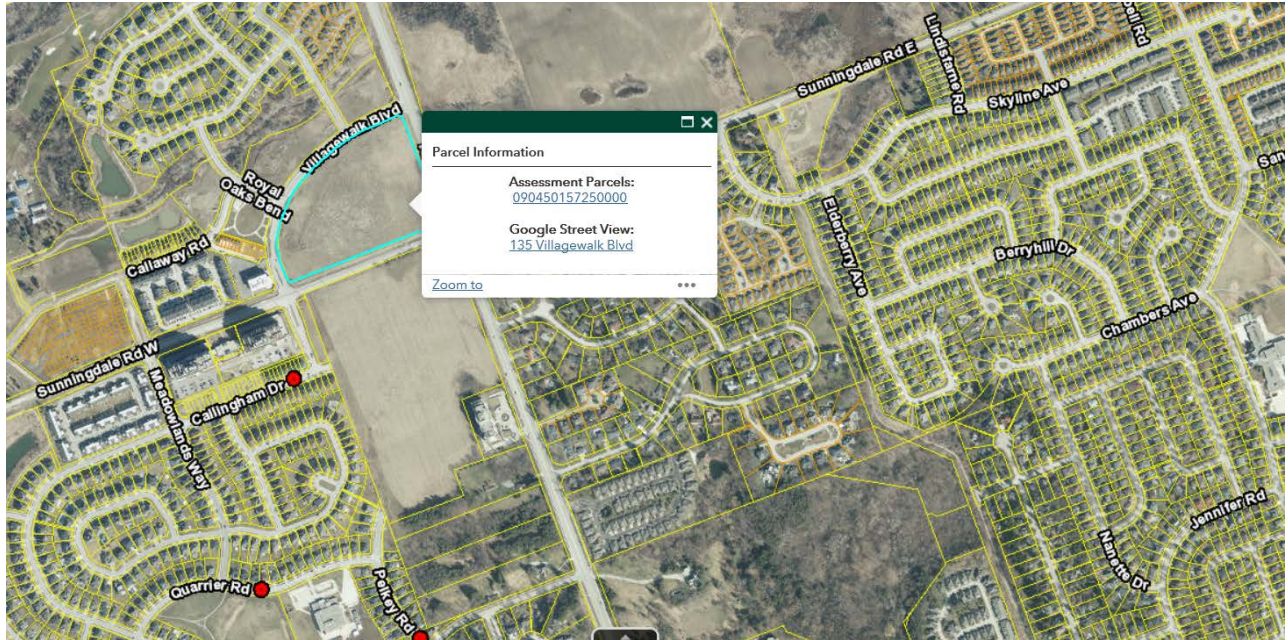
Note 1: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.



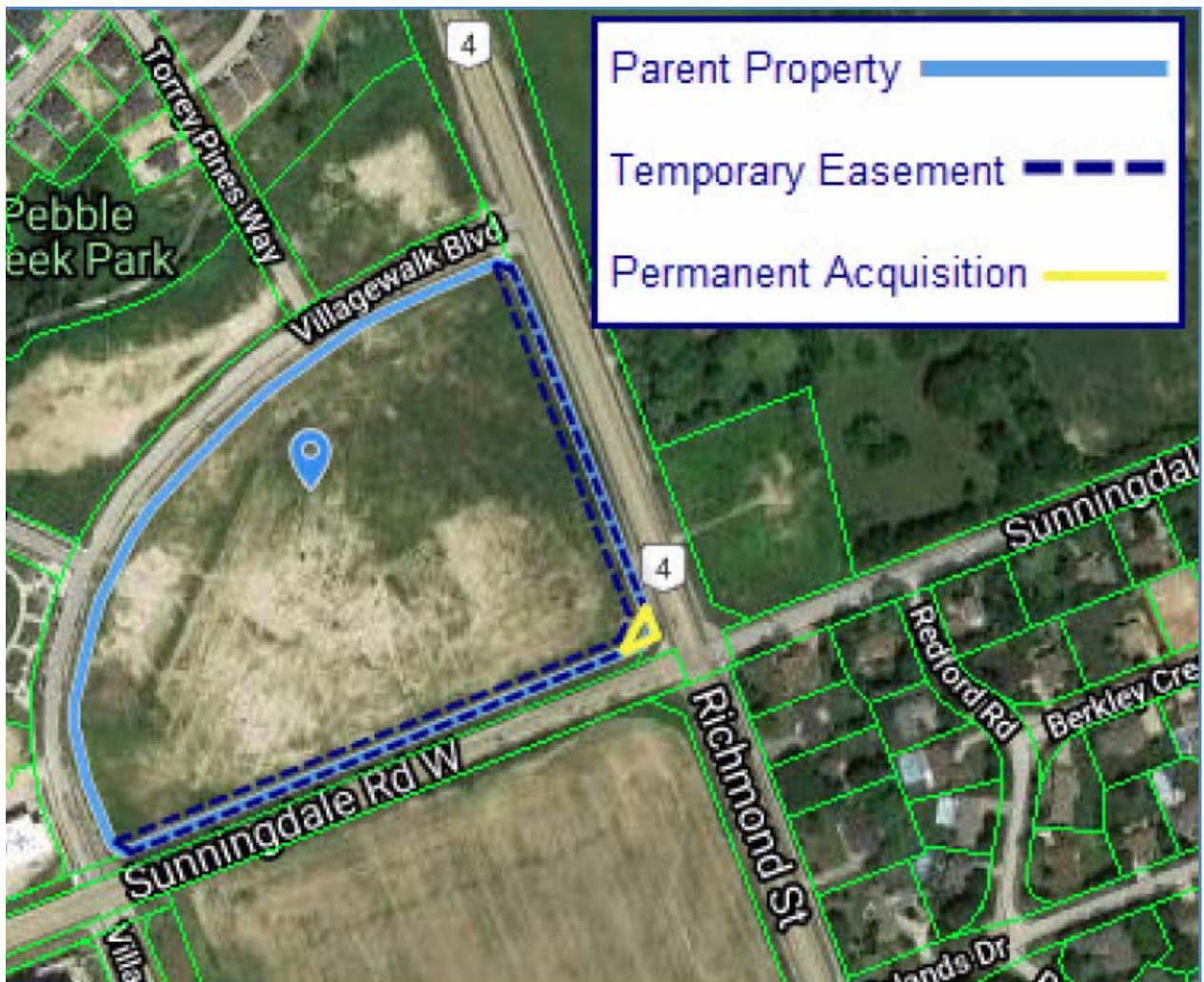
Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map



135 Villagewalk Boulevard (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: 2560334 ONTARIO INC.

REAL PROPERTY:

Address Part of 135 Villagewalk Boulevard, London, Ontario

Location North East Corner of Richmond Street and Sunningdale Road West

Measurements Irregular; 0.1484 Acres

Legal Description: Part of Block 90, Plan 33M-633, in the City of London, County of Middlesex, designated as Parts 4 & 5 on Plan 33R-20957, being part of PIN 08138-0849, as shown in Schedule "A" (the "Property") attached hereto.

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED FIFTY DOLLARS CDN (\$161,650.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:
 - Schedule "A" Description of the Property
 - Schedule "B" Additional Terms and Conditions
 - Schedule "C" Temporary Easement and Consent to Enter
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **October 8th, 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 **October 29th, 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 **November 12th, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection

going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
14. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by Vendor under the non-resident provisions of the Income Tax Act by reason of this sale. The Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not a non-resident of Canada.
15. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and the Purchaser or their respective lawyers who are hereby specifically authorized in that regard.
16. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
17. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent provided.
18. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.
19. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. , Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers..
20. **AGREEMENT IN WRITING:** This Agreement, including any Schedule attached, shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
21. **SECTION 25 PAYMENT:** The Parties acknowledge and agree that this Agreement represents an offer of compensation, that when executed by the Vendor and accepted by the Council of the Corporation of the City of London will constitute full payment of the market value of the land and as such shall be deemed to have satisfied all Section 25 requirements of the *Expropriations Act*.
22. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
23. **PERMISSION TO CONSTRUCT UPON ACCEPTANCE OF THE AGREEMENT:** Upon acceptance of this Agreement the Purchaser and/or Agents of the Purchaser shall have the right to enter upon the Property for the purposes of London Hydro utility relocations and/or construction purposes

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 21 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: _____ 2560334 ONTARIO INC. _____

Name: _____  Ali Saudan _____

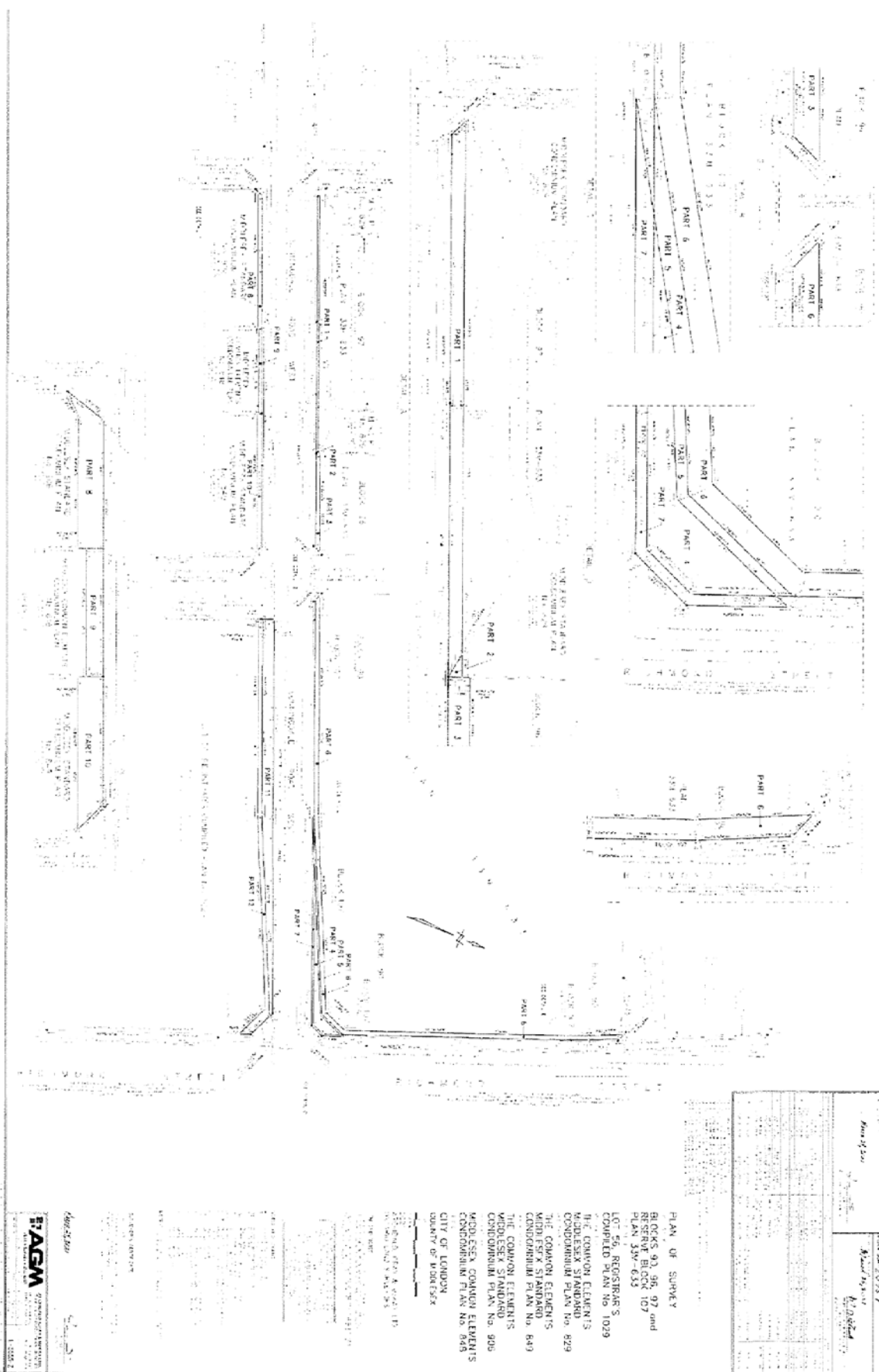
Title: President _____

We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Andrew Hentz, Lemoss LLP, (519) 640-6365

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

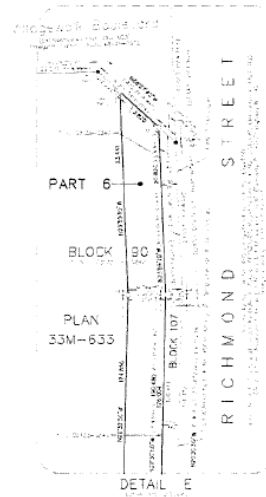
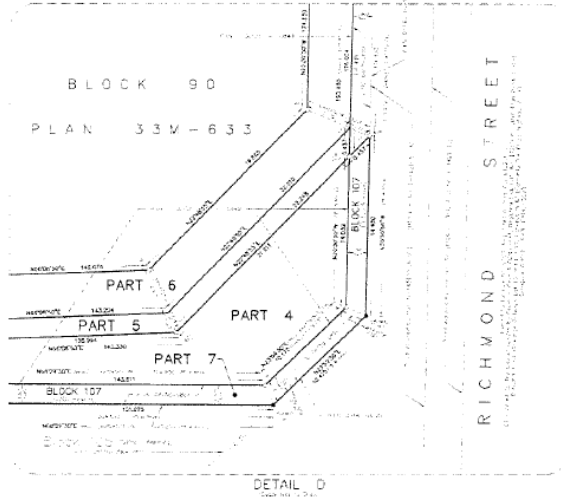
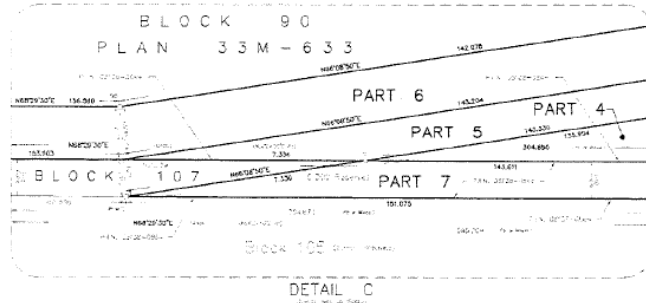
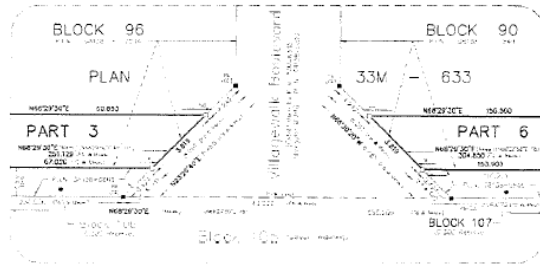
SCHEDULE "A" Description of "The Property"





Plan No. 10037 Middlesex Middlesex	
BLOCKS 92, 96, 97 and RESERVE BLOCK 107 PLAN 33W-633 LOT 56, REGISTER'S COMPLED PLAN NO 10039	THE COMMON ELEMENTS MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 829 THE COMMON ELEMENTS MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 899 THE COMMON ELEMENTS MIDDLESEX STANDARD CONDOMINIUM PLAN NO. 905 MIDDLESEX COMMON ELEMENTS CONDOMINIUM PLAN NO. 848 CITY OF LONDON COUNTY OF MIDDLESEX

AGM
 CONSULTANTS
 10000
 10000

SCHEDULE "A" Description of "The Property" Continued



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-20957			
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>			
 JASON WILBAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)			
PARTS SCHEDULE					
PART	LOT/BLOCK	PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS
1	Part of Block 97	Plan 33M-633	Part of P.I.N. 08138-1920	Richmond Village (London) Inc.	0.02204 Hectares 0.0546 Acres
2	Part of The Common Element	Middlesex Standard Condominium Plan No. 826	Part of P.I.N. 09432-0001 to 0048 Inclusive	-	0.00012 Hectares 0.0003 Acres
3	Part of Block 96	Plan 33M-633	Part of P.I.N. 08138-2934	1904812 Ontario Limited	0.01845 Hectares 0.0456 Acres
4	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.05521 Hectares 0.1364 Acres
5	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.00485 Hectares 0.0120 Acres
6	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc.	0.13918 Hectares 0.3439 Acres
7	Part of Reserve Block 107	Plan 33M-633	Part of P.I.N. 08138-0888	The Corporation of The City of London	0.00976 Hectares 0.0128 Acres
8	Part of The Common Element	Middlesex Standard Condominium Plan No. 906	Part of P.I.N. 09509-0001 to 0468 Inclusive	-	0.01681 Hectares 0.0415 Acres
9	Part of The Common Element	Middlesex Common Elements Condominium Plan No. 848	Part of P.I.N. 09431-0001	-	0.00737 Hectares 0.0182 Acres
10	Part of The Common Element	Middlesex Standard Condominium Plan No. 849	Part of P.I.N. 09452-0001 to 0377 Inclusive & 0379 to 0547 Inclusive	-	0.01622 Hectares 0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 05069-0051	Raja Trust Corporation of Canada & Katherine Trudel Barot & Barot Realty Inc.	0.18374 Hectares 0.4540 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 05069-0051	Raja Trust Corporation of Canada & Katherine Trudel Barot & Barot Realty Inc.	0.06916 Hectares 0.2426 Acres

SCHEDULE "B" Additional Terms and Conditions

1. **LEGAL COSTS:** The Purchaser agrees to pay the Vendor's reasonable legal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment.
2. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
3. **TEMPORARY EASEMENT AND CONSENT TO ENTER:** Upon the closing of this transaction, the Purchaser will grant to the Vendor a Temporary Easement and Consent to Enter in the form attached as Schedule "C". This condition shall survive and not merge on the completion of this transaction.

Schedule "C"

GRANT OF TEMPORARY EASEMENT AND CONSENT TO ENTER

B E T W E E N:

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

and

2560334 ONTARIO INC
(the "Owner"(s))

Part Block 90, Plan 33-633, in the City of London, County of Middlesex, designated as Part 6 on Plan 33R-20957, being part of PIN 08138-0849, as shown on Schedule "A1" (the "Property") attached hereto
Legal Description

Part of 135 Villagewalk Boulevard, London, Ontario
Municipal Address of Property

2560334 Ontario Inc being the Owner(s) of the property described above and shown on Schedule "A1" attached, CONSENT to the entry on the property by the City, its contractors and employees, for the purpose of site construction associated with the Sunningdale Road Extension Project (the "Project").

This Consent shall run from April 1st, 2023 until March 31st, 2025 for a term of twenty-four (24) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of SEVENTY-FIVE THOUSAND DOLLARS CDN (\$75,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS CDN (\$37,500.00).

The City agrees:

1. To restore the property used to a condition as near as possible to its original condition.
2. That the Property will not be used for the storage of any construction vehicles, or construction materials, or the placement of any work trailers, at any time during the term of this Consent.
3. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein
2. The proposed use of the Consent has been discussed with the Owner and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

ADDITIONAL TERMS AND CONDITIONS:

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

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

DATED at London this 21 day of July, 2021.

Per: 2560334 ONTARIO INC.

Name: Ali Sorkan

Title: Resident

We Have the Authority to Bind the Corporation

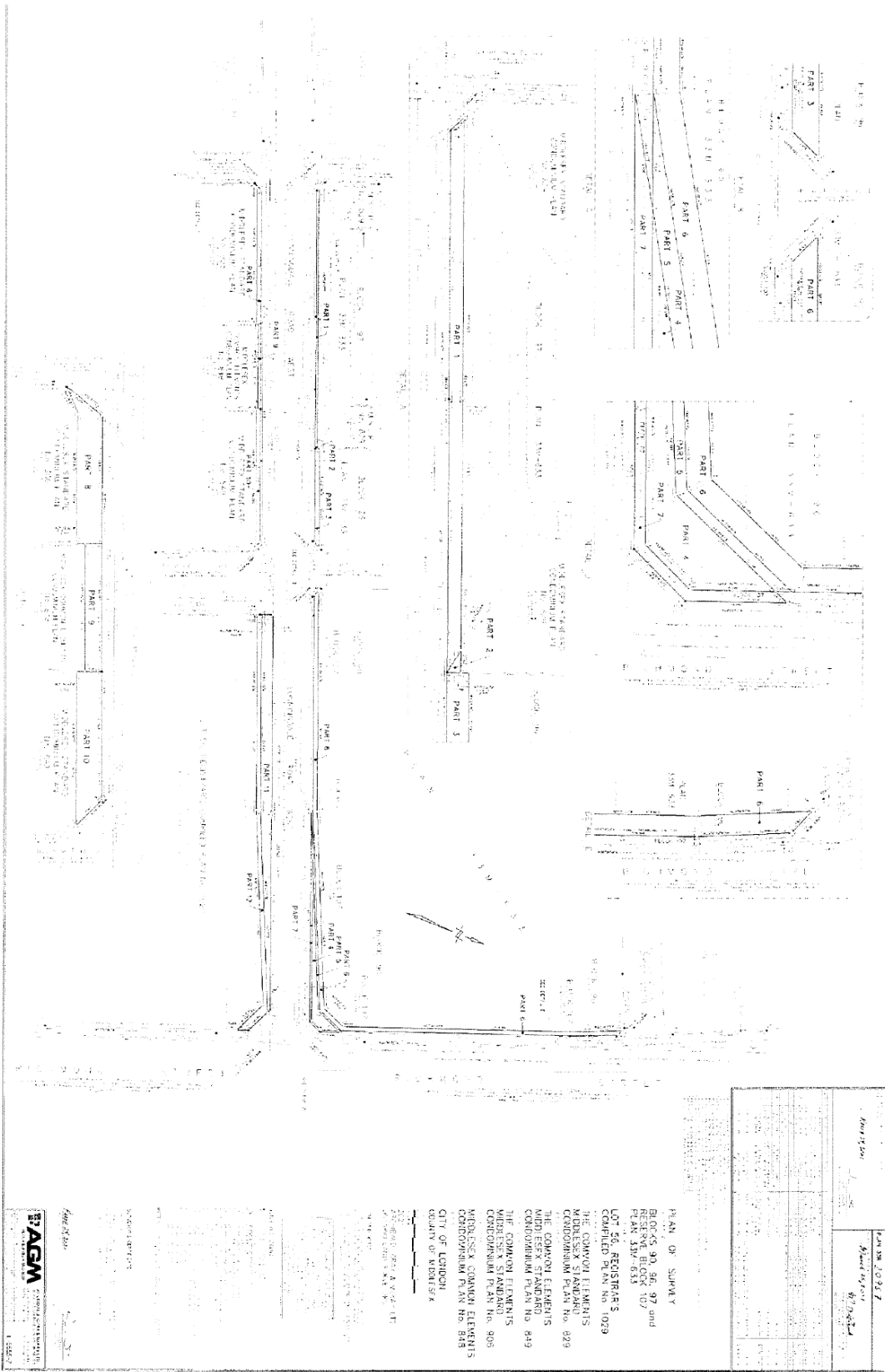
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

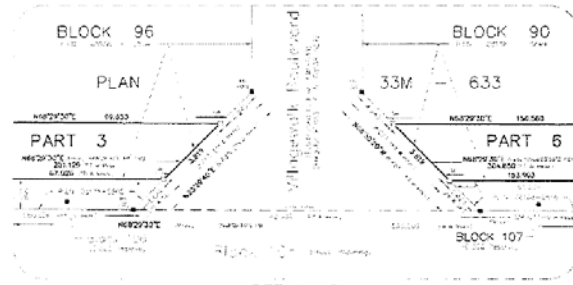
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter



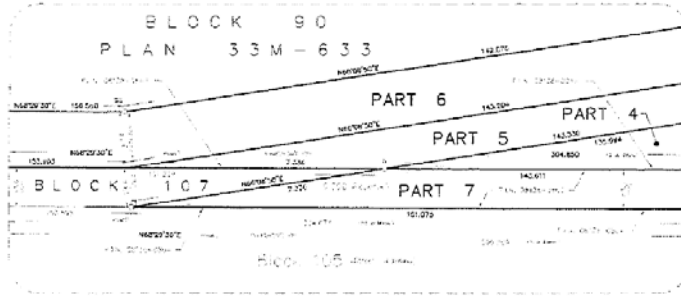
<p>PLAN NO. 2023/7</p> <p>Scale: 1:500</p> <p>6/1/2023</p>	<p>PLAN OF SURVEY</p> <p>BLOCKS 90, 96, 97 and 107</p> <p>PLAN 337-653</p> <p>LOT 107 RESTRAINTS</p> <p>CONDOMINIUM PLAN NO. 029</p> <p>THE COMMON ELEMENTS</p> <p>CONDOMINIUM PLAN NO. 829</p> <p>THE COMMON ELEMENTS</p> <p>CONDOMINIUM PLAN NO. 849</p> <p>MIDLESEX STANDARD CONDOMINIUM PLAN NO. 906</p> <p>MIDLESEX COMMON ELEMENTS CONDOMINIUM PLAN NO. 848</p> <p>CITY OF TORONTO</p> <p>CADASTRE</p>
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AGM

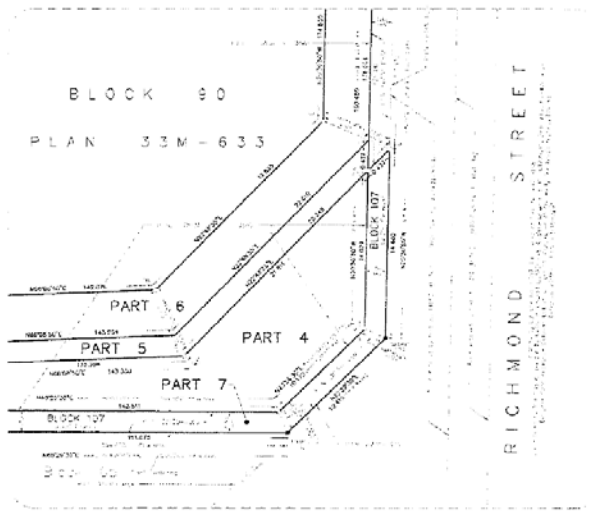
SCHEDULE "A1" Grant of Temporary Easement and Consent to Enter Continued



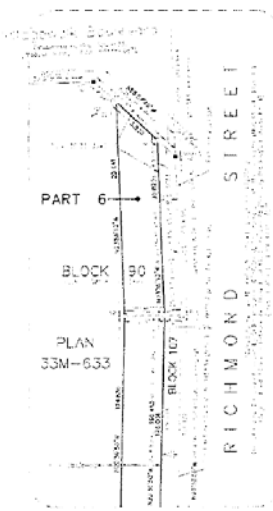
DETAIL B



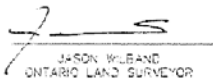
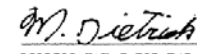
DETAIL C



DETAIL D



DETAIL E

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 33R-20957				
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>				
 JASON WEILAND ONTARIO LAND SURVEYOR		 M. Dietrich REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (NO. 33)				
PARTS SCHEDULE						
PART	LCT./BLOCK	PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREAS	
1	Part of Block 97	Plan 33M-633	Part of P.I.N. 08138-1920	Richmond Village (London) Inc	0.02204 Hectares	0.0246 Acres
2	Part of The Common Element	Middlesex Stancore Condominium Plan No. 826	Part of P.I.N. 09432 0001 to 0046 inclusive	-	0.00012 Hectares	0.0003 Acres
3	Part of Block 96	Plan 33M-633	Part of P.I.N. 08138-2034	1904812 Ontario Limited	0.01845 Hectares	0.0456 Acres
4	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.05521 Hectares	0.1364 Acres
5	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.00485 Hectares	0.0120 Acres
6	Part of Block 90	Plan 33M-633	Part of P.I.N. 08138-0849	2560334 Ontario Inc	0.13918 Hectares	0.3439 Acres
7	Part of Reserve Block 107	Plan 33M-633	Part of P.I.N. 08138-0866	The Corporation of The City of London	0.00518 Hectares	0.0128 Acres
8	Part of The Common Element	Middlesex Stancore Condominium Plan No. 908	Part of P.I.N. 09509 0001 to 0468 inclusive	-	0.01681 Hectares	0.0415 Acres
9	Part of The Common Element	Middlesex Common Elements Condominium Plan No. 848	Part of P.I.N. 09451-0001	-	0.00737 Hectares	0.0182 Acres
10	Part of The Common Element	Middlesex Stancore Condominium Plan No. 849	Part of P.I.N. 09452 0501 to 0377 inclusive & 0379 to 0547 inclusive	-	0.01623 Hectares	0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 08069-0051	Royal Trust Corporation of Canada & Katherine Trudel Farer & Harvest Realty Inc.	0.26374 Hectares	0.4540 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.I.N. 08069-0001	Royal Trust Corporation of Canada & Katherine Trudel Farer & Harvest Realty Inc.	0.08410 Hectares	0.2439 Acres

Appendix "A"
Confidential

#21137

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 135 Villagewalk Boulevard
Sunningdale Road Improvements
(Subledger LD200037)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd to 150m W of Richmond St
2560334 Ontario 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, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	1,050,426	490,839	0	559,587
Land Acquisition	750,173	36,070	285,406	428,698
Utilities	527,826	55,312	0	472,514
Total Expenditures	\$2,328,425	\$582,221	\$285,406	\$1,460,799

Sources of Financing

Debenture By-law No. W.-5628-283 (Note 1)	148,705	37,184	18,227	93,294
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	2,179,720	545,037	267,178	1,367,505
Total Financing	\$2,328,425	\$582,221	\$285,406	\$1,460,799

Financial Note:

Purchase Cost	\$161,650
Add: Legal Fees etc.	117,500
Add: Land Transfer Tax	1,342
Add: HST @13%	36,290
Less: HST Rebate	<u>-31,376</u>
Total Purchase Cost	<u>\$285,406</u>

Note 1: Note to City Clerk: The City Clerk be authorized to increase Debenture By-law No. W.-5628-283 by \$85,679 from \$63,026 to \$148,705.

Note 2: Development charges have been utilized in accordance with the underlying legislation and the approved 2019 Development Charges Background Study and the 2021 Development Charges Background Study Update.

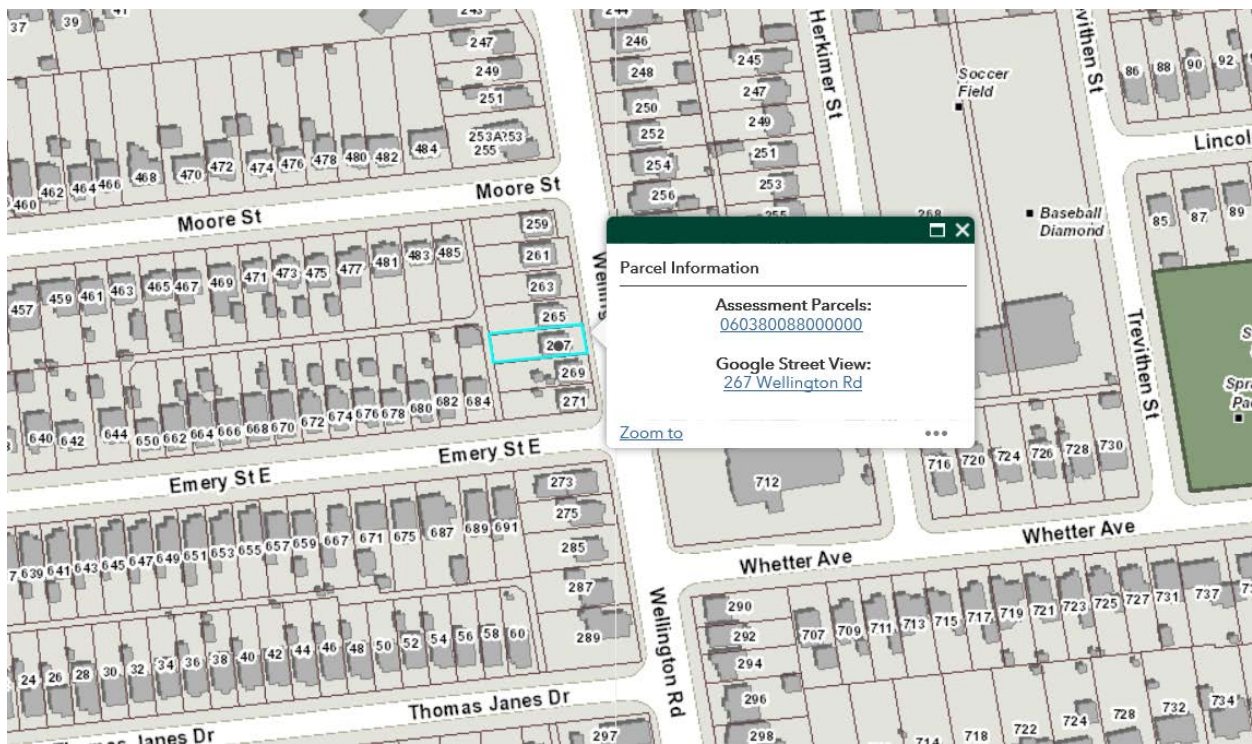
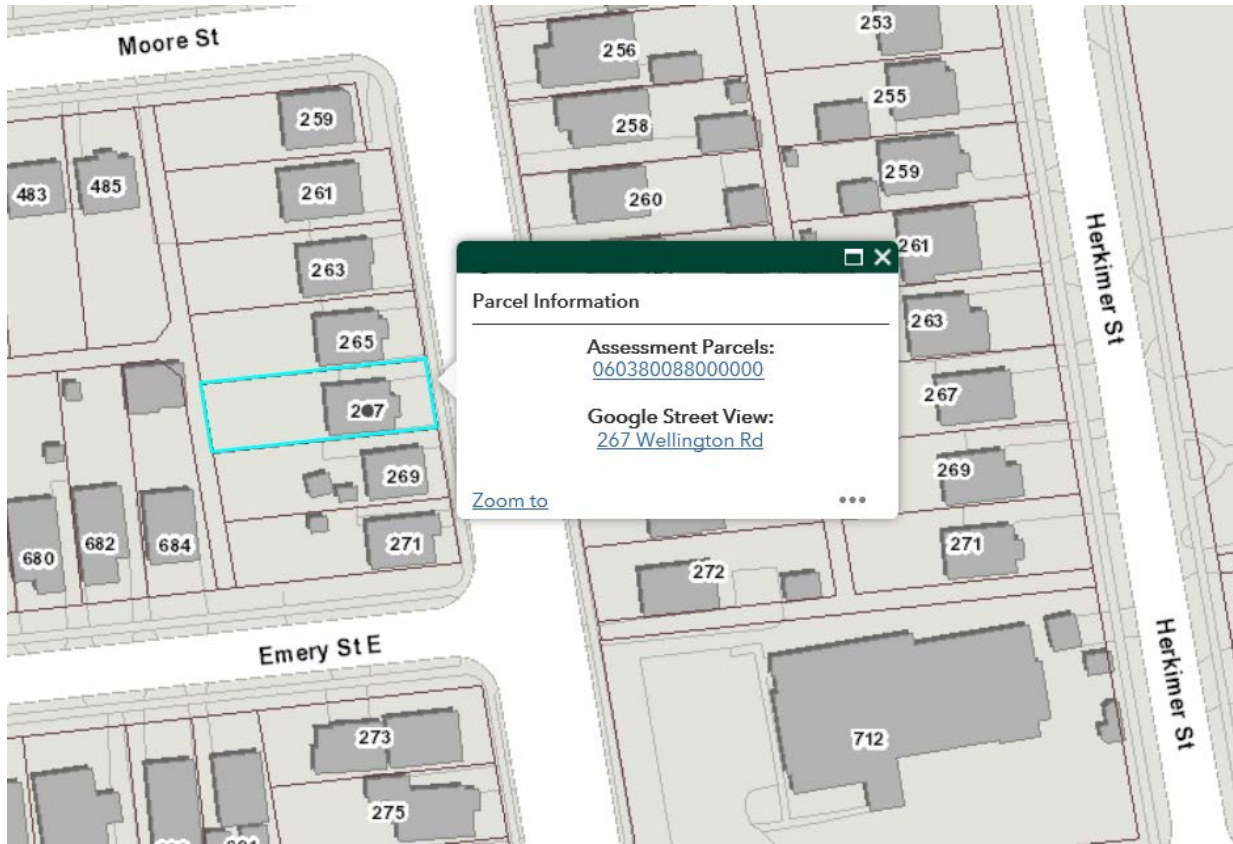


Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map

267 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: VICTORIA ELIZABETH MCCRACKEN

REAL PROPERTY:

Address 267 Wellington Road, London, ON N6C 4N7

Location West side of Wellington Road, South of Moore Street & North of Emery Street

Measurements approximately 413.96 m²/ 4,456 ft²

Legal Description: Part of Lots 68 & 69, Plan 452 (4th), BEING SLY 33 FT 6 IN LT 68 & NLY 3 FT 6 IN LT 69, in the City of London, County of Middlesex, being all of PIN 08364-0095 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED SIXTY THREE THOUSAND DOLLARS CDN (\$463,000.00) payable as follows:
 - a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
 - b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the 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 **October 1st, 2021**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **October 22nd, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

VM *AV*

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

J.G. N.M.

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 29 day of July, 2021.

SIGNED, SEALED AND DELIVERED
In the Presence of


Casey Alexander Hayward
Barrister & Solicitor, Notary Public
Province of Ontario, Canada

X
Signature: 

Name: VICTORIA ELIZABETH MCCRACKEN

X  (AS CONSENTING SPOUSE)

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

Casey Alexander Hayward
Barrister & Solicitor, Notary Public
Province of Ontario, Canada

519-432-0632 x 226

VENDOR'S LAWYER: chaywardcplaw.com

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$38,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$24,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **CHATELS INCLUDED:** Stove
11. **FIXTURES EXCLUDED:** Washer, dryer, fridge, all curtains and rods.
12. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: None.
13. **THE CITY AGREES TO REIMBURSE THE OWNER FOR ANY PREPAYMENT PENALTY, ADMINISTRATIVE FEE, AND DISCHARGE REGISTRATION FEE LEVIED BY THE ROYAL BANK OF CANADA UPON THE DISCHARGE OF CHARGE REGISTERED AS INST. NO. ER-1283093 ON 2020/01/17.**

J.G. AM

Appendix "A"
Confidential

#21147

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 267 Wellington Road
Wellington Gateway Project
(Subledger LD210009)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Victoria Elizabeth McCracken

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	6,360,494	550,151	4,149,255
Total Expenditures	\$11,059,900	\$6,360,494	\$550,151	\$4,149,255
Sources of Financing				
Capital Levy	1,157,204	665,502	57,563	434,139
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	5,694,992	492,588	3,715,116
Total Financing	\$11,059,900	\$6,360,494	\$550,151	\$4,149,255

Financial Note:

Purchase Cost	\$463,000
Add: Legal Fees etc.	72,000
Add: Land Transfer Tax	5,735
Add: HST @13%	69,550
Less: HST Rebate	<u>-60,134</u>
Total Purchase Cost	<u>\$550,151</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.

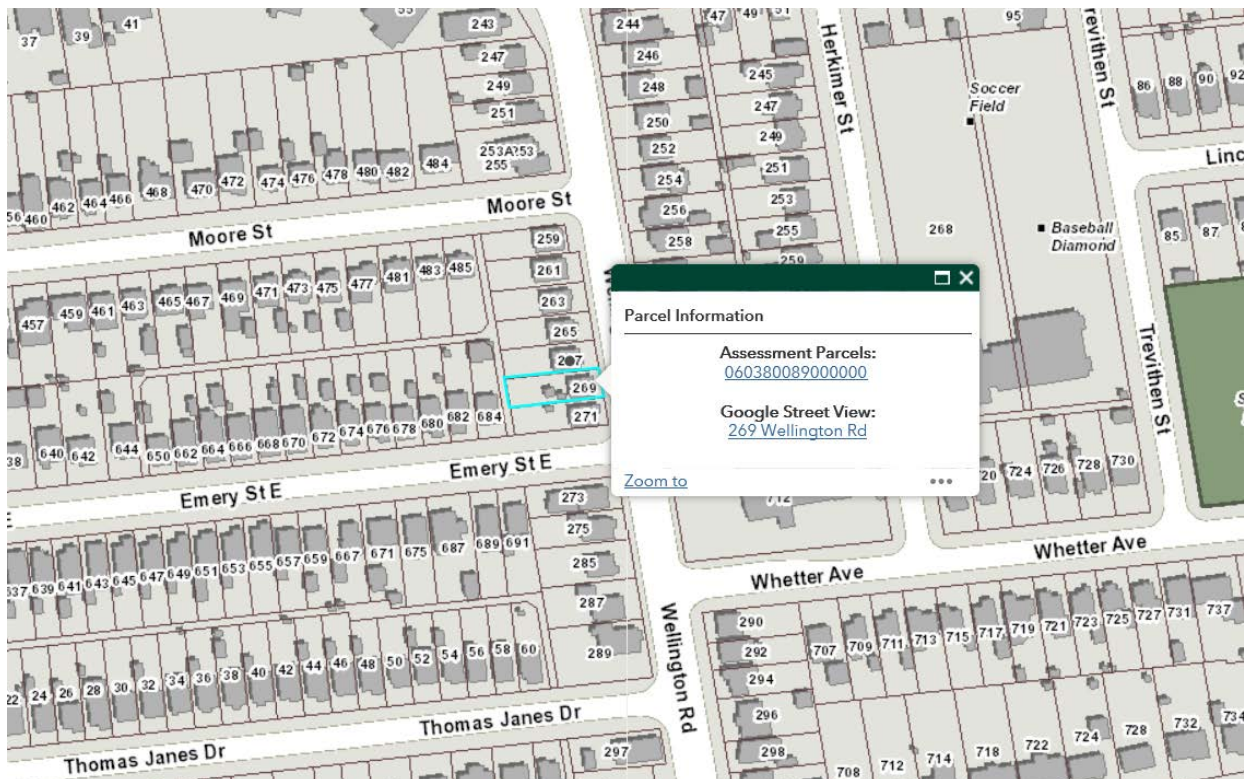
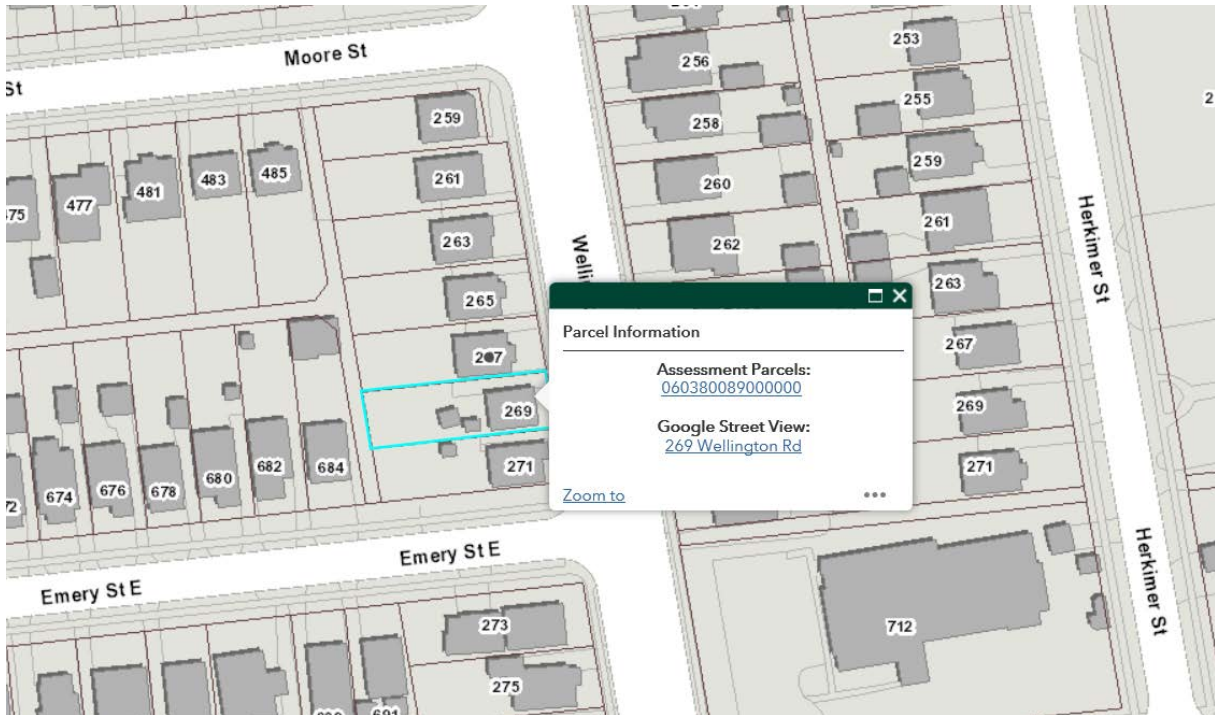


Jason Davies
Manager of Financial Planning & Policy

lp

Appendix B – Location Map

269 Wellington Road



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: NERIA LEFORT

REAL PROPERTY:

Address 269 Wellington Road, London, ON N6C 4N7

Location West side of Wellington Road, South of Moore Street & North of Emery Street

Measurements approximately 411.99 m²/ 4,434.73 ft²

Legal Description: Part of Lots 69 & 70, Plan 452 (4th), as in 603560, in the City of London, County of Middlesex, being all of PIN 08364-0096 (LT), (the "Property").

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FOUR HUNDRED AND SIXTY-THREE THOUSAND DOLLARS ~~CDN (\$463,000.00)~~ payable as follows:
463,000.00
a) a deposit of Two Dollars (\$2.00) cash or cheque on the date hereof as a deposit; and
b) the balance of the sale price, subject to adjustments, in cash or by cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Any unearned fire insurance premiums, rents, mortgage interest, realty taxes including local improvements rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **SCHEDULE(S):** The following Schedule(s) form(s) part of this Agreement:

Schedule "A" Additional Terms and Conditions
5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Vendor until considered by the Council of the Corporation of the City of London at a meeting to be held no later than **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 **October 1st, 2021**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **October 22nd, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all restrictions and encumbrances, except as otherwise specifically provided in this Agreement. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.
12. **DOCUMENTS AND DISCHARGE:** The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If

requested by the Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to the Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

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

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

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

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

GIVEN UNDER MY/OUR HAND AND SEAL, (OR, IN WITNESS WHEREOF THE VENDOR HERETO HAS HEREUNTO CAUSED TO BE AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HANDS OF ITS PROPER SIGNING OFFICERS, as the case may be) this 4 day of August, 2021,

SIGNED, SEALED AND DELIVERED
In the Presence of

Per: 

Name: NERIA LEFORT

Title: _____

THOMSON MAHONEY DELANEY
BARRISTERS & SOLICITORS
145 WHARNCLIFFE RD. S. WILLOWDALE, ONTARIO
LONDON, ONTARIO N6A 1K4

VENDOR'S LAWYER: Taiwo Emovm

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

SCHEDULE "A"

1. **LEGAL COSTS:** As set out in Section 32 of the *Expropriations Act* the City agrees to pay the Owner reasonable legal and appraisal costs, including fees, disbursements and applicable taxes, to complete this transaction, subject to assessment, if necessary.
2. **INSURANCE:** All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
3. **STATEMENT OF ADJUSTMENTS:** The Vendor shall provide the Purchaser with the Statement of Adjustments and fully executed copies of any further final and irrevocable directions and re-directions regarding payment of the balance of the Purchase Price (as defined in Section 2 of this Agreement) as the Vendor may require (collectively, the "Direction re: Funds"), by no later than 4:00 p.m. on the 6th business day that precedes the Completion Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Completion Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the completion of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 15 OF THE EXPROPRIATIONS ACT:** Pursuant to section 15 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of compensation payable in respect of to the cost associated with the relocation of residence as additional disturbance allowance, being \$39,000.00, prior to completion of this transaction.
7. **SECTION 18 OF THE EXPROPRIATIONS ACT:** Pursuant to section 18 of the *Expropriations Act* the Purchaser shall pay to the Vendor an allowance of five per cent of the compensation payable in respect of the market value of the lands herein, being \$25,000.00, prior to completion of this transaction.
8. **SECTION 20 OF THE EXPROPRIATIONS ACT:** With respect to any prepayment of mortgage, the Purchaser agrees to pay compensation for any bonus legally payable and for any loss incurred by reason of a difference in interest rates upon completion as set out in section 20 of the *Expropriations Act*.
9. **VACANT POSSESSION:** The Vendor agrees to leave the Property in a clean, broom-swept condition, free and clear of all refuse, hazardous and other waste material, garbage or other loose or objectionable materials upon closing. Should the Vendor be unable to fulfill the terms of this condition prior to completion, the Purchaser may hold back an amount up to Three Thousand Dollars (\$3,000.00) from the Purchase Price due on closing, as determined by the Purchaser in their sole discretion, to be contributed towards the Purchaser's reasonable costs to clean the Property and remove any left-over materials.
10. **ADJUSTMENTS:** The parties agree that notwithstanding Section 3 of this Agreement, realty taxes, including local improvement rates, and utilities shall be adjusted effective October 22nd, 2021.
11. **CHATELS INCLUDED:** stove, fridge.
12. **FIXTURES EXCLUDED:** Washer, dryer, all curtains and rods.
13. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: Hot water heater.

Appendix "A"
Confidential

#21148

August 30, 2021
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Property Acquisition, 269 Wellington Road
Wellington Gateway Project
(Subledger LD210010)
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit
Neria Lefort

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase can be accommodated within the financing available for it in the Capital Budget, and that, subject to the approval of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Construction and Infrastructure Services, on the advice of the Director, Realty Services, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Land Acquisition	11,059,900	6,910,645	552,186	3,597,069
Total Expenditures	\$11,059,900	\$6,910,645	\$552,186	\$3,597,069
Sources of Financing				
Capital Levy	1,157,204	723,065	57,776	376,363
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	6,187,580	494,410	3,220,706
Total Financing	\$11,059,900	\$6,910,645	\$552,186	\$3,597,069

Financial Note:

Purchase Cost	\$463,000
Add: Legal Fees etc.	74,000
Add: Land Transfer Tax	5,735
Add: HST @13%	69,810
Less: HST Rebate	<u>-60,359</u>
Total Purchase Cost	<u>\$552,186</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.

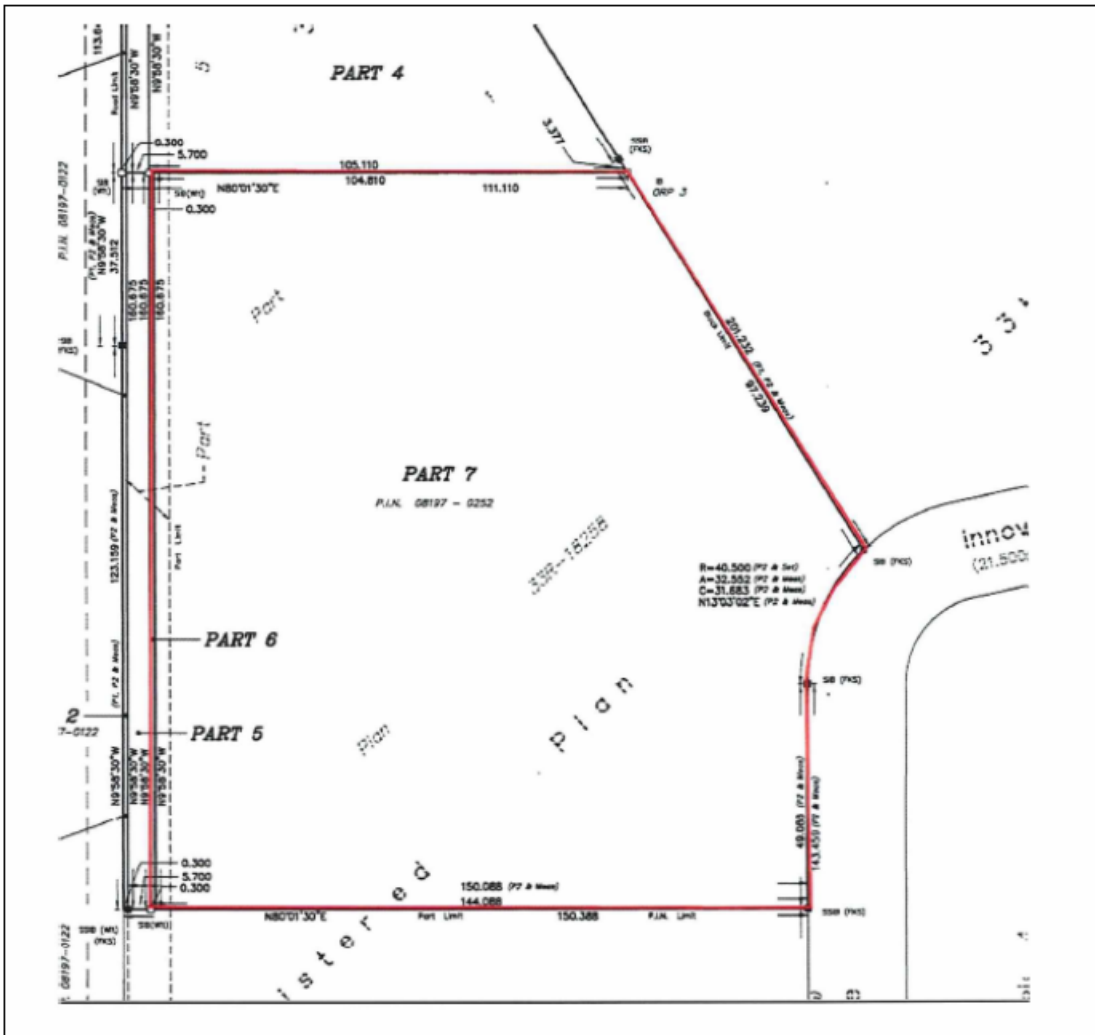


Jason Davies
Manager of Financial Planning & Policy

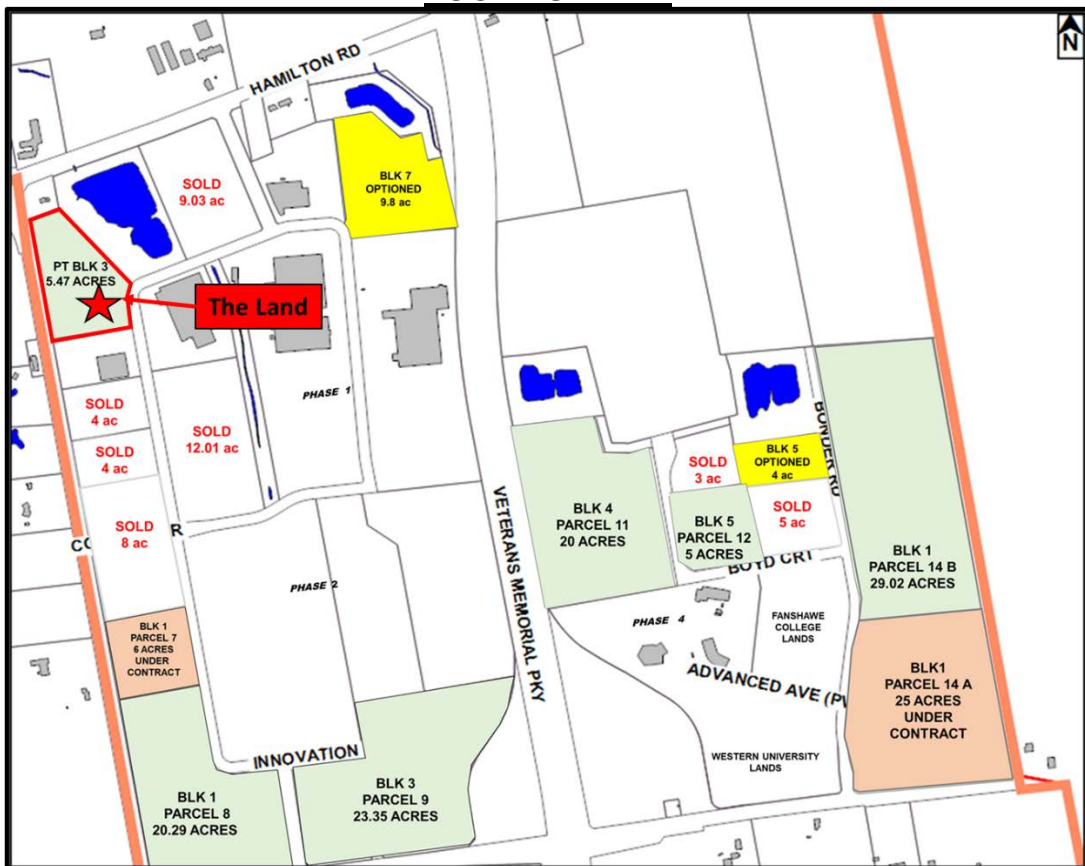
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Appendix A – Excerpt of Survey and Location Map

Property Shown as Part 7 in Plan 33R-20553



LOCATION MAP



Appendix B – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE
CORPORATION OF THE CITY OF LONDON

PAGE 1

CLASS 1 SALE

THIS INDENTURE dated the 16th day of August, 2021.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called the VENDOR

- and -

10264539 CANADA LTD.

Address: 48 Sherrick Dr., Stouffville Ontario, L4A 2E9

hereinafter called the PURCHASER

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in Innovation Park, Phase 1, containing 5.47 acres located on the west side of Innovation Drive, more specifically described as PART BLOCK 3, PLAN 33M-544 DESIGNATED AS PART 7 in 33R-20553 in the City of London, County of Middlesex CITY OF LONDON, being all of PIN 08197-0293 and shown outlined in red on the plan attached hereto as Schedule "C" to this Agreement, for the price of approximately

Three Hundred and Eighty Two Thousand Nine Hundred Dollars (\$382,900.00)
of lawful money of Canada calculated at the rate of

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

The Purchaser submits

Thirty Eight Thousand Two Hundred and Ninety Dollars (\$38,290.00)
cash (or bank draft or certified cheque) payable to the City Treasurer, City of London, as deposit to be held by the Vendor pending completion or other termination of the agreement arising from the acceptance of this Agreement and to be credited towards the purchase price on completion, and the balance of the purchase price to be paid on the date of completion.

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

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

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

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

6. The transaction of purchase and sale to be completed within 120 days from the acceptance of this Agreement. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

7. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

8. The Deed or transfer shall be prepared in registerable form at the expense of the Vendor by its solicitor. Each party shall pay the cost of registration and taxes on his own documents.

9. Planning Act: This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with.

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

11. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

12. As a condition of this Agreement, the Purchaser hereby agrees to submit a declaration of intent which outlines the proposed uses of the property. This declaration is attached hereto as Schedule "A" and forms part of the Agreement.

13. As a condition of this Agreement, the Purchaser hereby agrees to be bound by the Policy of The Corporation of the City of London with respect to the sale and/or transfer of City-owned, serviced, industrial land, which Policy is attached hereto as Schedule "B" to this Agreement, it being the intent of the parties hereto that the provisions of the said "Policy" shall survive the closing of this transaction to such extent as may be required to give effect to the said Policy. As a further condition of this Agreement, the Purchaser agrees to accept a Deed with respect to the land herein described in a form sufficient to give effect to the said Policy.

14. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

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

16. This Agreement shall be irrevocable and open for acceptance until 11:59 p.m. (local time) on the 15th day of September, 2021, after which time, if not accepted, this Agreement shall be null and void and the deposit shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser, if a person, has hereunto set his hand and seal or, if a corporation has hereunto affixed its Corporate Seal duly attested to by its proper signing Officers this 14th day of August, 2021.

SIGNED, SEALED & DELIVERED

in the presence of

Belinda Huang
Witness:

}10264539 Canada Ltd.

} Purchaser

}

}

}

}

} Signature of Signing Officer

} Name:

} Title: President and CEO

} I have authority to bind the Corporation

PING HUANG

PRESIDENT

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

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


Purchasers Realtor: Colliers International
Matt Chambers – Vice President – Sales Representative
519-438-4300 x 203
matt.chambers@colliers.com

SCHEDULE "A"

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

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

INFORMATION REQUIRED FROM PURCHASER BEFORE AGREEMENT SUBMITTED FOR
APPROVAL

Industrial Park Name & Phase & Section:	Innovation Park, Phase I
Lot & Conc./Part No./Block, etc.; Acres:	Part Block 3, Plan 33M-544 Designated as Part 7, 33R 20553 (5.47 Acres)
Name, Address, Postal Code of Purchaser:	10264539 Canada Ltd. 48 Sherick Dr., Stouffville Ontario, L4A 2E9
Local Company: <u>Yes</u> No	
Intended Use of Building	Manufacturing
Major Industrial Classification of User:	Manufacturer of residential windows and doors.
List of Products Manufactured/Handled:	Manufacturing of Vinyl Windows & Doors, Insulated Glass, Vinyl Decking & Fencing Assembly.
Number of Employees Anticipated:	25 (Full Time)
Number of Square Feet of Building Proposed:	40,000 + square feet
Number of Square Feet in Property Purchase:	239,580 square feet
Proposed Building Coverage as % of Lot Area:	16 percent (16%)
Mandatory Building Coverage Starting 1st Year:	15 percent (15%)
Future Building(s) Proposed (if any) Details:	TBD
Proposed Building Material for this Project:	TBD
Development of the Lot will be subject to:	Site Plan & Architectural Control
Proposed Commencement Date of Construction:	One Year from Date of Deed
Mandatory Commencement Date of Construction:	One Year from Date of Deed
Purchaser's Lawyer - Name, and Address:	JH Law Professional Corporation Jessica Hu 505 Consumers Rd, Suite 903 Toronto, Ontario, Canada M2J 4V8
Telephone:	647-617-7779
Purchaser's Executive Completing this Form: 10264539 Canada Ltd. Name: Title: I have authority to bind the Corporation	Per: 

Ed Holder, Mayor

Catharine Saunders, City Clerk

SCHEDULE "B"

Excerpt from By-law No. A-6161-17, Schedule A, Attachment A entitled "Disposal of Industrial Land Procedures"

Disposal of Industrial Land Procedures

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

CLASS 1 SALE

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

CLASS 2 SALE

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

CLASS 3 SALE

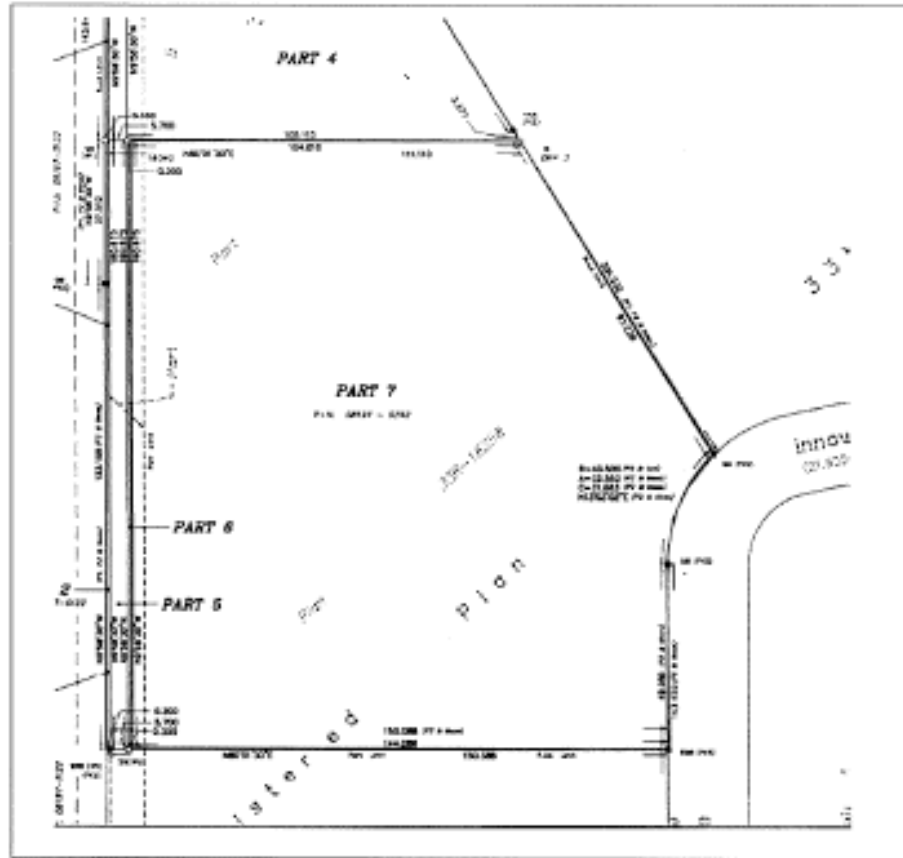
10. A class 3 sale is a sale that is not a class 1 or class 2 sale and that is a sale of a land for the purpose of a use ancillary to a building or structure erected or to be erected upon land of the purchaser abutting the parcel.
11. A class 3 sale shall be subject to conditions (c) and (d) of Section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

GENERAL

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

SCHEDULE "C"

Property Shown as Part 7 in Plan 33R-20553



SCHEDULE "D"

Additional Terms and Conditions

HEADINGS

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

Paramourity of Schedule "D"

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

Assignment of Agreement

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

Municipal Services and Roadway Easements

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

Development Agreement

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

Purchaser Condition – Environmental

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

Purchaser Condition – Geotechnical Review

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

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

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

Release of Information

The Vendor agrees to authorize all municipal, provincial and federal governments, boards, agencies or departments having jurisdiction to release, to the extent permitted by law, any and all information in their possession respecting the property to the Purchaser, and further agrees to authorize each of them to carry out inspections of the property upon the request of the Purchaser, at the Purchaser's expense. The Vendor agrees to execute any specific authorization pursuant to this paragraph within two (2) business days of being requested to do so by the Purchaser.

Purchaser Condition – Feasibility of Intended Use

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

During review of the above condition: The City will verify that no development charges are required to be Real Estate Commission paid by the Purchaser, to the City for development of the property, for the Buyer's intended use.

If the name of a realtor and real estate firm is noted at the bottom of Page 3 of this Agreement, in addition to the Purchaser's signature(s), then the Vendor shall acknowledge that the real estate agent is properly involved in this Agreement of Purchase and Sale, and pay a fee to the agent upon completion of the transaction, as per Attachment "C" of By-law No. A-6151-17, Schedule A. No fee shall be payable if the purchaser is permitted to withdraw from the agreement of purchase and sale prior to the completion of the transaction.

Attachment "C" of By-law No. A-6151-17, Schedule A, entitled Real Estate Commissions for Industrial Land, states that the fee payable to real estate agents is as follows:

- (a) Transactions up to \$100,000 – 5%,
- (b) Transactions up to \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000
- (c) Transactions over \$200,000 – 5% for the first \$100,000, 3% above \$100,000 to \$200,000, and 2% above \$200,000 for remainder.

Survival of Conditions

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

Urban Design Guidelines for Innovation Park

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

Special Provisions of Innovation Park Subdivision Agreement

1. The Municipality and the Purchaser acknowledge and agree that the Municipality shall not be deemed as making any representation or warranties to the Purchaser with respect to the site conditions of the Property.
2. The Purchaser shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the Property are in compliance with the City's Urban Design Guidelines, and all applicable building and environmental regulations including, without limitation, the following which are attached hereto and form part of this agreement:

- a. the Purchaser acknowledges that the Property may have been rough-graded and filed by the Municipality;
 - b. the Purchaser accepts that there may be significant variations in bearing capacity on and throughout the Property;
 - c. the Purchaser shall be solely responsible for carrying out any necessary soils investigations of the Property to determine its load-bearing capacity and suitability for any subsequent development on the Property;
 - d. the Purchaser shall be solely responsible for determining that the Property and any proposed subsequent development on the Property will comply with all applicable building and environmental regulations; and
 - e. that the foregoing representations, as to suitability and to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Purchaser by the Municipality, its contractors, consultants, or other servants and agents. The provision of any information to the Purchaser by the Municipality, its consultants or contractors, is as a courtesy alone and in no way relieves the Purchaser of its obligation to secure adequate soils testing for its proposed Development.
3. It is agreed by the Purchaser that the Purchaser's Development of the Property will be as specified in Schedule "A" to this Agreement of Purchase and Sale, and more particularly in the Site Development Proposal which forms part of the Agreement of Purchase and Sale. Any changes to the proposed development outside of Schedule "A" must first be approved by the Municipality acting reasonably.
 4. The Purchaser must adhere to the recommendations of the geotechnical engineer, and shall deliver a certificate of a geotechnical engineer to the City's Director of Building Control upon completion of the foundation on the lot that the building construction was completed in accordance with the Owner's geotechnical engineer's recommendations.
 5. The Purchaser acknowledges that it may be required to construct sewage sampling manholes, built to City standards in accordance with the City's Waste Discharge By-law No. WM-2, as amended, regulating the discharge of sewage into public sewage systems. If required, the sewage sampling manholes shall be installed on both storm and sanitary private drain connections, and shall be located wholly on private property, as close as possible to the street line, or as approved otherwise by the City Engineer.