



London  
CANADA

## Council Minutes

15th Meeting of City Council  
November 16, 2021, 4:00 PM

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

Also Present: Also Present: M. Ribera, M. Schulthess  
Remote Attendance: L. Livingstone, A. Aynsley, A. Barbon, G. Barrett, B. Card, C. Cooper, J. Davison, K. Dickins, G. Kotsifas, D. O'Brien, C. Saunders, K. Scherr, C. Smith, B. Somers, B. Warner, T. Wellhauser, B. Westlake-Power

The meeting is called to order at 4:00 PM with all Members participating; it being noted that the following Members were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, P. Van Meerbergen, E. Pelozo and S. Hillier.

### 1. Disclosures of Pecuniary Interest

Councillor S. Turner discloses a pecuniary interest in Item 6.2 of the 18th Report of the Corporate Services Committee, having to do with the property located at 150 Wellington Street with respect to the Wellington Gateway Project, and related Added Bill No. 551, by indicating that he owns property within close vicinity of the subject property.

### 2. Recognitions

None.

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

None.

Motion made by: P. Van Meerbergen

Seconded by: J. Helmer

That pursuant to section 6.4 of the Council Procedure By-law, the order of business BE CHANGED, to permit for dealing with the 16th Report of the Strategic Priorities and Policy Committee, and the related by-law, at this time.

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

**Motion Passed (14 to 0)**

### 9. Added Reports

#### 9.2 16th Report of the Strategic Priorities and Policy Committee

At 4:09 PM, His Worship the Mayor places Councillor S. Lewis in the Chair.

At 4:12 PM, His Worship the Mayor resumes the Chair.

Motion made by: J. Morgan

That the 16th Report of the Strategic Priorities and Policy Committee, BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. Cassidy, A. Hopkins, and S. Turner

**Motion Passed (11 to 3)**

Motion made by: P. Van Meerbergen

Seconded by: Mayor E. Holder

That Introduction and First Reading of Added Bill No. 549 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. Cassidy, A. Hopkins, and S. Turner

**Motion Passed (11 to 3)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Second Reading of Added Bill No. 549 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. Cassidy, A. Hopkins, and S. Turner

**Motion Passed (11 to 3)**

Motion made by: J. Fyfe-Millar

Seconded by: S. Lehman

That Third Reading and Enactment of Added Bill No. 549 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. Cassidy, A. Hopkins, and S. Turner

**Motion Passed (11 to 3)**

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) Consideration of Filling of Ward 6 Vacancy

Motion made by: J. Morgan

That the following actions be taken with respect to filling the vacancy of the Office of Ward 6:

- a) Mariam Hamou BE APPOINTED to the Office of Ward 6 for the term commencing November 16, 2021 and ending November 15, 2022, pursuant to section 263(1)(a) of the Municipal Act, 2001;
- b) the City Clerk BE DIRECTED to confirm the consent of Mariam Hamou to be appointed to the Office of Ward 6 and to confirm the individual's eligibility to hold the Office of Ward 6, as set out in the Municipal Act, 2001; and
- c) subject to the confirmation of the matters set out in b) above, the City Clerk BE DIRECTED to prepare the necessary by-law to appoint Mariam Hamou to the Office of Ward 6, in accordance with term set out in a) above, to be introduced at the Council meeting to be held on November 16, 2021.

**Motion Passed**

3. (5.1) Submissions of Support

Motion made by: J. Morgan

That the following communications regarding support for the Ward 6 vacancy BE RECEIVED:

- a communication dated November 5, 2021 from M. Blosch;
- a communication dated November 10, 2021 from C. Butler; and
- a communication dated November 2, 2021 from V. Aziz.

**Motion Passed**

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

5.1 14th Meeting held on October 26, 2021

Motion made by: S. Hillier

Seconded by: P. Van Meerbergen

That the Minutes of the 14th Meeting held on October 26, 2021, BE APPROVED.

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

**Motion Passed (14 to 0)**

Motion made by: M. van Holst

Seconded by: J. Morgan

That pursuant to section 6.4 of the Council Procedure By-law, a change in the order of the Council Agenda BE APPROVED to provide for Stage 4, Council, In Closed Session, and Stage 9, Added Reports, to be considered after Stage 13, By-laws.

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

**Motion Passed (14 to 0)**

## **6. Communications and Petitions**

Motion made by: J. Helmer

Seconded by: J. Fyfe-Millar

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

6.1 The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43) - refer to Item 8 (2.5) of the 15th Report of the Community and Protective Services Committee

1. S. Dietrich
2. R. Young

6.2 Flyer Deliveries to Residential Properties - refer to Item 9 (3.1) of the 15th Report of the Community and Protective Services Committee

1. B. Alleyne

6.3 Blackfriars Bridge - refer to Item 14 (5.4) of the 14th Report of the Civic Works Committee

1. T. Cleland
2. L. McCardle
3. T.W. Munro
4. A. Yeung
5. H. Payne
6. M. Miksa

6.4 Initiation of the Mobility Master Plan Development - refer to Item 9 (4.1) of the 14th Report of the Civic Works Committee

1. Councillor M. van Holst

6.5 560 - 562 Wellington Street (OZ-8462) - refer to Item 17 (3.7) of the 16th Report of the Planning and Environment Committee

1. A. Valastro
2. Councillor S. Lewis

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

**Motion Passed (14 to 0)**

Motion made by: P. Van Meerbergen

Seconded by: Mayor E. Holder

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

6.1 The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43) - refer to Item 8 (2.5) of the 15th Report of the Community and Protective Services Committee

1. S. Dietrich

Yeas: (8): Mayor E. Holder, M. van Holst, M. Salih, S. Lehman, P. Van Meerbergen, E. Peloza, J. Fyfe-Millar, and S. Hillier

Nays: (6): S. Lewis, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, and S. Turner

**Motion Passed (8 to 6)**

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

None.

## **8. Reports**

8.1 15th Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the 15th Report of the Community and Protective Services Committee, BE APPROVED, excluding Items 8 (2.5) and 9 (3.1).

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

**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) Facility Accessibility Design Standards

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Finance Supports, the updated 2021 Facility Accessibility Design Standards document, as appended to the staff report dated November 2, 2021, BE ADOPTED; it being noted that the accessibility design standards apply to newly constructed and/or renovated facilities owned, leased or operated by the City of London. (2021-A22)

**Motion Passed**

3. (2.2) Emergency Public Mass Emergency Notification System - Single Source Procurement (SS21-38)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Enterprise Supports, the following actions be taken, with respect to the staff report dated November 2, 2021, related to a single source

procurement for an Emergency Public Mass Emergency Notification System:

- a) a purchase of service agreement BE AWARDED to Everbridge, Inc., as a single source procurement for a mass emergency notification system, at a cost of \$77,000 (plus HST) per year for a five (5) year period, beginning December 20th, 2021 to December 19th, 2026; it being noted that this is in accordance with section 14.4 (d) and 14.4 (e) of the City of London's Procurement of Goods and Services Policy;
- 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 negotiating satisfactory terms and conditions with Everbridge, Inc., to the satisfaction of the City Manager. (2021-P03)

**Motion Passed**

- 4. (2.3) 2021 Annual Emergency Management Program Update (Relates to Bill No. 521)

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, the following actions be taken with respect to the staff report dated November 2, 2021, related to the 2021 Annual Emergency Management Program Update:

- a) the revised ~~attached~~ proposed by-law, as appended to the Added Agenda, BE INTRODUCED at the Municipal Council meeting to be held on November 16th, 2021 to:
  - i) adopt Schedule "A", being the City of London Emergency Response Plan, as appended to the above-noted staff report; and,
  - ii) repeal By-law No. A.-7657(c)-2; and,
- b) the above-noted staff report BE RECEIVED. (2021-P03)

**Motion Passed**

- 5. (2.4) London Symphonia Stewardship of the Former Orchestra London Music Library (Relates to Bill No. 517)

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 November 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021, to:

- a) approve the Stewardship Agreement, as appended to the above-noted by-law, between the City of London and London Symphonia, for its exclusive use and custody of the City's Music Library, for the benefit of Londoners and the regional community; and,
- b) authorize the Mayor and the City Clerk to execute the above-noted Stewardship Agreement;

it being noted that the above-noted Stewardship Agreement is expected to be substantially in the form as appended to the above-noted by-law, however any amendments to this Stewardship Agreement are to be in a form acceptable to the City Solicitor's Office. (2021-R02)

**Motion Passed**

6. (2.6) Authorization and Delegations to Advance Urgent Housing Projects (Relates to Bill No. 518)

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 November 2, 2021, BE INTRODUCED at the Municipal Council Meeting to be held on November 16, 2021, to:

- a) approve the standard form "Rapid Housing Initiative (RHI) Agreement", as appended to the above-noted by-law, to be completed in accordance with Round 2 of the RHI program between Canada Mortgage and Housing Corporation (CMHC) and The Corporation of the City of London;
- b) delegate the duties of the City as Recipient to the Round 2 "Rapid Housing Initiative (RHI) Agreement", related to project plans, administration, development approvals, program and project management, oversight and progress attestation requirements noted within the CMHC Agreements, to Housing Development Corporation, London (HDC) as agent for the City; and,
- c) authorize and delegate the Deputy City Manager Planning and Economic Development to execute any such agreements, amendments or similar such program agreements that may be required by CMHC under Round 2 RHI or similar such CMHC capital investment funding programs and agreements that may be required to advance the City's identified Urgent Housing with Supports projects; it being noted that these agreements are within approved budgets and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London. (2021-S11)

**Motion Passed**

7. (2.7) Back to Business By-law Extension

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, and the Deputy City Manager, Environment and Infrastructure, the Deputy City Managers and designates BE DELEGATED authority in regulations related to business supportive actions including business application and permit processing procedures until January 15, 2023 in the following By-laws: Business Licence By-law, Streets By-law, Traffic and Parking By-law, Sign By-law, Parks and Recreation By-law, Sound By-law, Building By-law and Council Policy By-law. (2021-S08/S12)

**Motion Passed**

10. (4.1) 9th Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 9th Report of the Animal Welfare Advisory Committee, from its meeting held on October 7, 2021:

a) the following actions be taken with respect to the recycling depots and fishing line:

i) the Civic Administration BE REQUESTED to obtain recycling receptacles for used fishing lines and hooks and install signage related to the proper disposal of these items and the proper use of the recycling receptacles; and,

ii) a member of the Animal Welfare Advisory Committee BE GRANTED delegation status at the Community and Protective Services Committee, when the above-mentioned matter goes before the Committee, to provide additional information related to the recommendation;

it being noted that the ~~attached~~ information, with respect to this matter, was received;

b) the Civic Administration BE REQUESTED to review the coyote signage in City park amenities, in comparison to the related signage posted in Environmentally Significant Areas, with an aim to providing consistent educational signage with respect to coyotes to the public;

it being noted that the Animal Welfare Advisory Committee would be interested in funding any changed or additional signage;

it being further noted that the ~~attached~~ information, with respect to this matter, was received; and,

c) clauses 1.1, 3.1, 4.1, 5.1, 5.4 and 5.5, BE RECEIVED;

it being noted that a verbal delegation from W. Brown, Chair, Animal Welfare Advisory Committee, was received with respect to this matter.

**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 October 25, 2021, BE RECEIVED.

**Motion Passed**

8. (2.5) The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43)

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 staff report dated November 2, 2021, related to The City of London 2021-22 Winter Response Program for Unsheltered Individuals (SS21-40, SS21-41, SS21-42, SS21-43):

a) the above-noted staff report BE ENDORSED;



b) a funding increase extension to the existing Municipal Purchase of Service agreements, at a total estimated increase of \$1,685,000.00 (excluding HST), for the period of December 1, 2021, to March 31, 2022, to administer the City of London 2021-2022 Winter Response Program, as per The Corporation of the City of London Procurement Policy, Section 20.3.a.ii, BE APPROVED to the following existing agreements:

- Ark Aid Street Mission;
- CMHA Thames Valley Addiction & Mental Health Services,
- Impact London; and,
- Atlohsa Family Healing Services;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the above-noted contracts; and,

d) 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;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from J. Duckitt;  
a communication from L. Kellestine;  
a communication from J. Hogg; and,  
a communication from R. Young;

it being noted that a verbal delegation from J. Duckitt was received with respect to this matter. (2021-S14)

Motion made by: J. Helmer

Seconded by: S. Turner

That Council recessed at 5:04 PM.

### **Motion Passed**

Council resumed at 5:13 PM.

Motion made by: J. Helmer

Seconded by: J. Fyfe-Millar

That Item 8 (2.5) BE AMENDED to read as follows:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated November 2, 2021, related to The City of London 2021-22 Winter Response Program for Unsheltered Individuals:

a) the above-noted staff report BE ENDORSED;

b) a funding increase extension to the existing Municipal Purchase of Service agreements, at a total revised estimated increase of \$1,325,000 (excluding HST), for the period of December 1, 2021, to March 31, 2022, to administer the City of London 2021-2022 Winter Response Program, as per The Corporation of the City of London Procurement Policy, Section 20.3.a.ii, BE APPROVED to the following existing agreements:

- Ark Aid Street Mission;
- Impact London; and,
- Atlohsa Family Healing Services;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the above-noted contracts, excluding the stabilization space noted in Schedule 1; and,

d) 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;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from J. Duckitt;  
a communication from L. Kellestine;  
a communication from J. Hogg; and,  
a communication from R. Young;

it being noted that a verbal delegation from J. Duckitt was received with respect to this matter. (2021-S14)

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

**Motion Passed (14 to 0)**

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

That Item 8 (2.5), as amended, BE APPROVED.

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

**Motion Passed (14 to 0)**

Item 8(2.5), as amended, reads as follows:

That, on the recommendation of the Deputy City Manager, Social and Health Development, the following actions be taken with respect to the staff report dated November 2, 2021, related to The City of London 2021-22 Winter Response Program for Unsheltered Individuals:

- a) the above-noted staff report BE ENDORSED;
- b) a funding increase extension to the existing Municipal Purchase of Service agreements, at a total revised estimated increase of \$1,325,000 (excluding HST), for the period of December 1, 2021, to March 31, 2022, to administer the City of London 2021-2022 Winter Response Program, as per The Corporation of the City of London Procurement Policy, Section 20.3.a.ii, BE APPROVED to the following existing agreements:
  - Ark Aid Street Mission;
  - Impact London; and,
  - Atlohosa Family Healing Services;

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with the above-noted contracts, excluding the stabilization space noted in Schedule 1; and,

d) 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;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from J. Duckitt;  
a communication from L. Kellestine;  
a communication from J. Hogg; and,  
a communication from R. Young;

it being noted that a verbal delegation from J. Duckitt was received with respect to this matter. (2021-S14)

9. (3.1) Flyer Deliveries to Residential Properties

At 5:19 PM, Councillor M. Salih leaves the meeting.

Motion made by: J. Helmer

That the draft by-law, as appended to the staff report dated September 21, 2021, with respect to Flyer Deliveries to Residential Properties BE REFERRED back to the Civic Administration for revisions that include enforcement measures in cases where compliance is not respected;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from L. O'Brien;  
a communication from D. Ronson;  
a communication from D. French; and,  
a communication from S. Trosow;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

M. McCann;  
A. Marchand;  
D. Ronson;  
S. Trosow;  
A. Draghici;  
R. O'Hagan;  
A. Doelman;  
B. Alleyne;  
J. Bulsza;  
C. Corrales;  
D. Sweetland;  
E. Arnsby;  
E. Bartsch;  
G. Milousis;  
J. Jeffs;  
J. Saunders;

K. Dean;  
N. Wakim;  
L. Starr;  
S. Raymond Mair;  
T. Ewert; and,  
T. Mawlam.

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

That Item 9 (3.1) BE AMENDED to add the following new part b):

b) the Civic Administration BE DIRECTED to prepare an alternate draft by-law for consideration of Municipal Council, specific to the distribution of graphic flyers, that would incorporate the following measures;

i) to specifically regulate flyers containing graphic images of dismembered human beings or aborted fetuses to residences;

ii) to identified sources of municipal authority supporting the above-noted measure, [10(2) powers]; and,

iii) to include provisions providing for enforcement and penalties for violations of the by-law;

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

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

Absent: (1): M. Salih

**Motion Passed (11 to 2)**

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

That Item 9 (3.1) BE FURTHER AMENDED, to include the following:

That staff BE DIRECTED to use city channels of communication to promote the Trespass to Property Act as a means for residents to avoid the delivery of unwanted flyers from specific organizations.

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

Nays: (10): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozza, and J. Fyfe-Millar

Absent: (1): M. Salih

**Motion Failed (3 to 10)**

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

That Item 9 (3.1), as amended, BE APPROVED.

Yeas: (11): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozo, J. Fyfe-Millar, and S. Hillier

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

Absent: (1): M. Salih

**Motion Passed (11 to 2)**

Motion made by: S. Lewis

Seconded by: A. Hopkins

That part b) of Item 9 (3.1), as amended, BE APPROVED:

b) that Civic Administration be directed to prepare an alternate draft bylaw for committee and council consideration specific to the distribution of graphic flyers;

i) to specifically regulate flyers containing graphic images of dismembered human beings or aborted fetuses to residences for consideration by council,

ii) to include in the by-law identified sources of municipal authority supporting this measure, [10(2) powers] and acknowledge the substantial evidence received by council from Londoners that such unsolicited Flyers cause demonstrable harm to London residents.

iii) and that the by-law include provisions providing for enforcement and penalties for violation of its terms.

Yeas: (10): Mayor E. Holder, S. Lewis, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Nays: (3): M. van Holst, P. Van Meerbergen, and S. Turner

Absent: (1): M. Salih

**Motion Passed (10 to 3)**

Item 9 (3.1), as amended, reads as follows:

That the following actions be taken with respect to flyer deliveries to residential properties:

a) the draft by-law, as appended to the staff report dated September 21, 2021, with respect to Flyer Deliveries to Residential Properties BE REFERRED back to the Civic Administration for revisions that include enforcement measures in cases where compliance is not respected;

it being pointed out that the Community and Protective Services Committee reviewed and received the following communications with respect to this matter:

a communication from L. O'Brien;  
a communication from D. Ronson;  
a communication from D. French; and,  
a communication from S. Trosow;

it being noted that at the public participation meeting associated with this matter, the following individuals made oral submissions regarding this matter:

McCann;  
A. Marchand;

D. Ronson;  
S. Trosow;  
A. Draghici;  
R. O'Hagan;  
A. Doelman;  
B. Alleyne;  
J. Bulsza;  
C. Corrales;  
D. Sweetland;  
E. Arnsby;  
E. Bartsch;  
G. Milousis;  
J. Jeffs;  
J. Saunders;  
K. Dean;  
N. Wakim;  
L. Starr;  
S. Raymond Mair;  
T. Ewert; and,  
T. Mawlam; and,

b) the Civic Administration BE DIRECTED to prepare an alternate draft by-law for consideration of Municipal Council, specific to the distribution of graphic flyers, that would incorporate the following measures;

i) to specifically regulate flyers containing graphic images of dismembered human beings or aborted fetuses to residences;

ii) to identified sources of municipal authority supporting the above-noted measure, [10(2) powers]; and,

iii) to include provisions providing for enforcement and penalties for violations of the by-law;

it being noted that the Municipal Council received substantial evidence from Londoners that such unsolicited flyers cause demonstrable harm to London residents.

## 8.2 18th Report of the Corporate Services Committee

Motion made by: M. Cassidy

That the 18th Report of the Corporate Services Committee, BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

## 1. Disclosures of Pecuniary Interest

Motion made by: M. Cassidy

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) City of London Days at the Budweiser Gardens – Showdown in the Downtown October 22, 2022

Motion made by: M. Cassidy

That, on the recommendation of the City Clerk, the request to hold the Showdown in the Downtown – Knock Out Kidney Disease event on October 22, 2022, BE APPROVED as a City of London Day at the Budweiser Gardens; it being noted that five days remain for 2022, with no other requests pending.

**Motion Passed**

3. (2.2) Various By-law Amendments to Implement Organizational Structure Change (Relates to Bill No.'s 522, 523, 524, 525, 526, 527 and 528)

Motion made by: M. Cassidy

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

a) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “A” being “A by-law to amend By-law No. A.-7766-366, being “A by-law to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form and to repeal By-law No A.-6690-195 and any amendments thereto” to reflect the current organizational structure”, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;

b) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “B” being “A by-law to amend By-law No. A.-7821-84, being “A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure” BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;

c) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “C” being “A by-law to amend By-law No. A.-7820-83, being “A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure”, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;

d) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “D” being “A by-law to amend By-law No. A.-7834-109, being “A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure”, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;

e) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “E” being “A by-law to amend By-law No. A.-7332-16 being “A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form; and to authorize a City Representative to insert information and execute agreements which employ this form” to reflect the current organizational structure”, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021;

f) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “F” being “A by-law to amend By-law No. A.-6790-81, being “A By-law to approve and adopt the standard form for Purchase of Services Agreements for Community Services” to reflect the current organizational structure” BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021; and,

g) the proposed by-law as appended to the staff report dated November 1, 2021 as Appendix “G” being A by-law to amend By-law No. A.-6690-195 being “A By-law to approve the standard form for Office/Storage Space Licence Agreements” to reflect the current organizational structure and to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126”, BE INTRODUCED at the Municipal Council Meeting to be held on November 16, 2021.

#### **Motion Passed**

4. (2.3) Pre-Authorization Tax Payment Plan By-law and Collection of Interim Property Taxes By-law (Relates to Bill No.'s 529 and 530)

Motion made by: M. Cassidy

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to property taxation for 2022:

a) the by-law, appended to the staff report dated November 1, 2021 as Appendix A, BE INTRODUCED at the Council meeting on November 16th, 2021 to amend by-law A.-5505-497, “a by-law to authorize the implementation of a pre-authorized payment plan” by updating Schedule A of the by-law to provide for the 2022 calculations; and,

b) the by-law, appended to the staff report dated November 1, 2021 as Appendix B, BE INTRODUCED at the Council meeting on November 16, 2021, to amend By-law A-8 “a by-law to provide for the collection of property taxes” in Part 1 to provide for the calculation of the interim tax levy at a percentage of 41.20% of the previous year’s taxes.

#### **Motion Passed**

5. (4.1) Application - Issuance of Proclamation - International Day for the Elimination of Violence Against Women

Motion made by: M. Cassidy

That based on the application dated October 4, 2021 from Anova: A Future Without Violence, November 25, 2021 BE PROCLAIMED



as International Day for the Elimination of Violence Against Women.

**Motion Passed**

6. (4.2) Application - Issuance of Proclamation - Salvation Army Week

Motion made by: M. Cassidy

That based on the application dated October 19, 2021 from The Governing Council of The Salvation Army, December 17, 2021 BE PROCLAIMED as Salvation Army Week.

**Motion Passed**

7. (4.3) Deferred Council Directions Concerning Indigenous Relations

Motion made by: M. Cassidy

That the City Council directions as mentioned below BE REFERRED to the Indigenous Community Liaison Advisor for a report back with respect to these matters:

December 6, 2016

“That clause 6 [concerning a land acknowledgement at meetings of City Council] BE REFERRED back for further consultation with the Indigenous Community with respect to the proposed statement.”

May 16, 2017

“That the request to invite the Munsee-Delaware Nation, the Oneida Nation of the Thames and the Chippewas of the Thames First Nation to provide their flags and have them raised in an appropriate manner at London City Hall BE REFERRED to the Civic Administration in order to allow for consultation and report back with respect to this matter.”

**Motion Passed**

8. (4.4) Standing and Council Meeting Procedures

Motion made by: M. Cassidy

That the City Clerk BE DIRECTED to bring forward to a future meeting of the Corporate Services Committee for consideration, a draft policy with respect to the participation in hybrid electronic meetings by Council Members, staff and the public.

**Motion Passed**

9. (4.5) Removal of a City Councillor

Motion made by: M. Cassidy

That the communication from J. Kogelheide regarding the removal of a City Councillor BE RECEIVED;

it being noted that the Strategic Priorities and Policy Committee received communications dated October 26, 2021 from A. Harnish and M. Borthwick.

**Motion Passed**

8.3 14th Report of the Civic Works Committee

Motion made by: E. Pelosa

That the 14th Report of the Civic Works Committee, BE APPROVED, excluding Items 9 (4.1), 10 (4.2) and 14 (5.4).

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: E. Pelosa

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) RFP21-07 - Innovation Park Phase 5 Design and Tendering - Appointment of Consulting Engineers

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the following actions be taken with respect to the staff report dated November 2, 2021, related to the Appointment of Consulting Engineers for the Innovation Park Phase 5 Design and Tendering project:

- a) AECOM Consulting Ltd. BE APPOINTED Consulting Engineers to complete the design and tender documentation preparation for Innovation Park Phase 5, in the total amount of \$232,561.00, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals 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-D21)

**Motion Passed**

3. (2.2) Appointment of Consulting Engineer for Trunk Watermain and Pumping Station Growth Study

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 November 2, 2021, related to the Appointment of Consulting Engineer for RFP 21-62 Trunk Watermain and Pumping Station Growth Study:

- a) C3 Water Inc. BE APPOINTED Consulting Engineers to complete the Trunk Watermain and Pumping Station Growth Study, in the total amount of \$235,092.64, including contingency, excluding HST;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this work;
- d) the approvals 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-E08)

**Motion Passed**

4. (2.4) Amendments to the Traffic and Parking Bylaw (Relates to Bill No. 537)

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 November 2, 2021, BE INTRODUCED at the Municipal Council meeting to be held on November 16, 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**

5. (2.5) RFP 21-38 Supply and Delivery of CNG Split and Single Stream Side 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 November 2, 2021, related to RFP21-38 Supply and Delivery of CNG Side and Split Stream Side Loading Waste Collection Trucks:

- a) the submission from Vision Truck Group 1220 Franklin Blvd. Cambridge Ontario N1R 8B7 for the Supply and Delivery of Compressed Natural Gas (CNG) Split and Single Stream Side Loading Waste Collection Trucks BE ACCEPTED at a total purchase price of \$2,305,511.00 excluding HST;

- b) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this purchase;
- c) the approvals 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; and,
- d) the funding for this purchase BE APPROVED as set out in the Source of Financing Report as appended to the above-noted staff report. (2021-V00)

**Motion Passed**

6. (2.6) Contract Award: Request for Proposal RFP21-56 Supply and Installation of Cured-in-place-pipe Sewer Liners

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 staff report dated November 2, 2021, related to the Request for Proposal 21-56 Supply and Installation of Cured-in-place-pipe sewer liners:

- a) the bid submitted by Insituform Technologies Limited at its tendered price of \$4,339,000.00, excluding HST, BE ACCEPTED; it being noted that the bid submitted by Insituform Technologies Limited was the only bid meeting the technical criteria and meets the City's specifications and requirements in all areas;
- b) the financing for this project BE APPROVED as set out in the Sources of Financing Report as appended to the above-noted staff report;
- c) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with this project;
- d) the approvals given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract, or issuing a purchase order for the material to be supplied and the work to be done, relating to this 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**

7. (2.3) Dundas Place Temporary Traffic Diversion Monitoring and Consultation

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 November 2, 2021, related to the construction mitigation traffic diversion on Dundas Place:

- a) the monitoring and consultation findings BE RECEIVED; and,

b) the Civic Administration BE DIRECTED to initiate a bylaw amendment to reinstate the current temporary traffic diversion arrangement on Dundas Place in Spring 2022 as a construction mitigation;

it being noted that the communication from M. Miksa, with respect to this matter, was received. (2021-T05/T08)

**Motion Passed**

8. (2.7) Meadowlily Road Area Environmental Assessment and Servicing Study

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 November 2, 2021, related to the Appointment of Consulting Engineer for RFP 21-59 Meadowlily Road Area Environmental Assessment and Servicing Study:

a) MTE Consultants Inc. BE APPOINTED Consulting Engineers to complete the Meadowlily Road Area Environmental Assessment and Servicing Study, in the total amount of \$203,071.00, including contingency, excluding HST;

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

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

d) the approvals 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-E20)

**Motion Passed**

11. (5.1) Deferred Matters List

Motion made by: E. Pelosa

That the Civic Works Committee Deferred Matters List as at October 25, 2021, BE RECEIVED.

**Motion Passed**

12. (5.2) 9th Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the following actions be taken with respect to the 9th Report of the Cycling Advisory Committee, from its meeting held on October 20, 2021:

a) the following actions be taken with respect to the Revised Notice of Planning Application dated October 8, 2021 from A. Riley, Senior Planner, related to a Zoning By-law Amendment for the property at 99 Southdale Road West:

i) the Civic Administration BE REQUESTED to consider including a provision for additional pedestrian and cycling access to the development from adjacent properties such as the:

A) the Hellenic Community Centre located at 133 Southdale Road West to connect to Singleton Avenue; and,

B) the property located at 1065 Wharncliffe Road South to connect to Legendary Drive; and,

b) clauses 1.1, 2.1 to 2.4, 3.1 to 3.4, 3.6, and 4.1 BE RECEIVED.

**Motion Passed**

13. (5.3) 9th Report of the Transportation Advisory Committee

Motion made by: E. Pelozo

That the following actions be taken with respect to the 9th Report of the Transportation Advisory Committee, from its meeting held on October 26, 2021:

a) the following actions be taken with respect to the to the presentation, dated October 26, 2021, as appended to the Transportation Advisory Committee Agenda, with respect to the Oxford Street West and Gideon Drive Intersection Municipal Class Environmental Assessment:

i) the Civic Administration BE ADVISED that the Transportation Advisory Committee supports Alternative 4, Multi-Lane Roundabout, for the above-noted project;

b) the Advisory Committee Pilots - Strengths-Weaknesses-Opportunities-Threats (SWOT) Comparison document as appended to the above-noted report, BE FORWARDED to the Civic Works Committee for review; and,

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

**Motion Passed**

9. (4.1) Initiation of the Mobility Master Plan Development

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 November 2, 2021, related to the development of the Mobility Master Plan:

a) the following Draft Vision and Guiding Principles for the development of the Mobility Master Plan as follows BE ENDORSED for consultation and feedback through a community engagement program, noting that the final Vision and Guiding Principles will be brought forward for approval after the community engagement:

Draft Vision Statement:

In 2050, Londoners of all identities, abilities and means will have viable mobility options to allow them to move throughout the city safely and efficiently.

The movement of people and goods will be environmentally sustainable, affordable, and supportive of economic growth and development.

Draft Guiding Principles:

- Environmentally Sustainable
- Equitable
- Financially Sustainable
- Healthy and Safe
- Integrated and Connected;

b) the general framework for the community engagement program, as presented in the above-noted staff report, BE APPROVED; and,

c) the general scope for the consultant assignment to assist in preparation of the Mobility Master Plan, as presented in the above-noted staff report, BE APPROVED. (2021-A22)

Motion made by: M. van Holst

Seconded by: S. Lehman

That part a) BE AMENDED by adding the following additional Draft Guiding Principle: "Efficiency".

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

Nays: (1): J. Helmer

Absent: (1): M. Salih

**Motion Passed (12 to 1)**

Motion made by: M. van Holst

Seconded by: S. Hillier

That Item 9 (4.1), as amended, BE APPROVED.

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

Absent: (1): M. Salih

**Motion Passed (13 to 0)**

Item 9 (4.1), 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 November 2, 2021, related to the development of the Mobility Master Plan:

a) the following Draft Vision and Guiding Principles for the development of the Mobility Master Plan as follows BE ENDORSED for consultation and feedback through a community engagement program, noting that the final Vision and Guiding Principles will be brought forward for approval after the community engagement:

Draft Vision Statement:

In 2050, Londoners of all identities, abilities and means will have viable mobility options to allow them to move throughout the city safely and efficiently.

The movement of people and goods will be environmentally sustainable, affordable, and supportive of economic growth and development.

Draft Guiding Principles:

- Environmentally Sustainable
- Equitable
- Financially Sustainable
- Healthy and Safe
- Integrated and Connected

Efficiency;

b) the general framework for the community engagement program, as presented in the above-noted staff report, BE APPROVED; and,

c) the general scope for the consultant assignment to assist in preparation of the Mobility Master Plan, as presented in the above-noted staff report, BE APPROVED. (2021-A22)

10. (4.2) Wharncliffe Road South Improvements - 100 Stanley Street Process

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

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, with consideration of the March 23, 2021 Council resolution, the Civic Administration BE DIRECTED to submit an application to Council to demolish the heritage designated property at 100 Stanley Street, it being noted that the application process requires further consultation with the London Advisory Committee on Heritage and a public participation meeting at the Planning and Environment Committee to consider the application. (2021-R01)

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, M. Cassidy, J. Morgan, S. Lehman, P. Van Meerbergen, J. Fyfe-Millar, and S. Hillier

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

Absent: (1): M. Salih

**Motion Passed (9 to 4)**

14. (5.4) Blackfriars Bridge

Motion made by: E. Pelosa



That the following actions be taken with respect to the Blackfriars Bridge:

a) the Civic Administration BE DIRECTED to leave Blackfriars Bridge closed to vehicles at this time and commence the review of the bridge operations as required by the Ministry of the Environment, Conservation and Parks including public consultation, and report back at a future meeting of the Civic Works Committee; and,

b) the Civic Administration BE AUTHORIZED to undertake all administrative acts necessary for the action noted in part a), above;

it being noted that the Civic Works Committee was made aware of the ~~attached~~ on-line petition (change.org), related to this matter.

Motion made by: J. Fyfe-Millar

Seconded by: S. Lewis

That consideration of the Blackfriars Bridge remaining closed to vehicles indefinitely BE REFERRED to a future meeting of the Civic Works Committee in order for the Civic Administration to complete the required usage study as required in the Provincial EA, provide the related report to council, and allow for a more fulsome public engagement with respect to this matter.

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

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

Absent: (1): M. Salih

**Motion Passed (8 to 5)**

#### 8.4 16th Report of the Planning and Environment Committee

Motion made by: S. Hillier

Seconded by: J. Helmer

That Council recess at this time, until 7:30 PM.

**Motion Passed**

The Council recesses at 7:08 PM and resumes at 7.32 PM, with all Members participating, except Councillors M. Salih and M. Cassidy.

Motion made by: A. Hopkins

That the 16th Report of the Planning and Environment Committee, BE APPROVED, excluding Item 17 (3.7) and 20 (4.3).

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

1. Disclosures of Pecuniary Interest

Motion made by: A. Hopkins

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 7th Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 7th Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on October 21, 2021:

a) the 2020 Community Energy Use and Greenhouse Gas Emissions Inventory Working Group comments BE FORWARDED to the Civic Administration for consideration; and,

b) clauses 1.1, 2.1, 3.1 to 3.4, inclusive and 4.1 BE RECEIVED for information.

**Motion Passed**

3. (2.2) 1224 Blackwell Boulevard - Removal of Holding Provision (H-9391) (Relates to Bill No. 546)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Rembrandt Developments (Woodstock) Inc., relating to lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R5/Residential R6/Residential R7/Residential R8 (h•R5-4/R6-5/R7•D75•H16/R8-4•H16) Zone TO a Residential R5/Residential R6/Residential R7/Residential R8 (R5-4/R6-5/R7•D75•H16/R8-4•H16) Zone to remove the holding (h) provision. (2021-D09)

**Motion Passed**

4. (2.3) 1820 Finley Crescent (P-9370) (Relates to Bill No. 535)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Kenmore Homes (London) Inc., the proposed by-law appended to the staff report dated November 1, 2021 BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to exempt Block

99, Plan 33M-733 from the Part Lot Control provisions of Subsection 50(5) of the Planning Act, R.S.O. 1990, c.P.13, for a period not exceeding three (3) years. (2021-D25)

**Motion Passed**

5. (2.4) Labatt Memorial Park - Heritage Designation Application

Motion made by: A. Hopkins

That, 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 application to the National Historic Sites and Monuments Board of Canada to nominate Labatt Memorial Park as a National Historic Site of Canada:

- a) the above noted initiative BE ENDORSED; and,
- b) the Civic Administration BE DIRECTED to submit the application to the National Historic Sites and Monuments Board of Canada with respect to this matter. (2021-R01)

**Motion Passed**

6. (2.5) 64 Duchess Avenue - Heritage Alteration Permit Application

Motion made by: A. Hopkins

That, 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 doorway of the heritage designated property at 64 Duchess Avenue, located within the Wortley Village-Old South Heritage Conservation District BE PERMITTED as submitted with the following terms and conditions:

- a) the door and doorway be painted;
- b) the proposed alterations to the doorway be completed within six (6) months of Municipal Council's decision on this Heritage Alteration Permit; and,
- c) the Heritage Alteration Permit be displayed in a location visible from the street until the work is completed. (2021-R01)

**Motion Passed**

7. (2.6) 1903 Avalon Street - Request for Heritage Designation

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, with respect to the request for designation of the property at 1903 Avalon Street, that the following actions be taken:

- a) 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 appended to the staff report dated November 1, 2021; and,

b) should no objections to Municipal Council's notice of intention to designate be receive, a by-law to designate the property at 1903 Avalon Street to be of cultural heritage value or interest for the reasons outlined in Appendix E to the staff report dated November 1, 2021 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. (2021-R01)

**Motion Passed**

8. (2.7) Contract Award - ReThink Zoning Consulting Services - RFP21-57

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the appointment of consulting services relating to ReThink Zoning:

a) Sajecki Planning Inc. BE APPOINTED project consultants to prepare the new comprehensive Zoning By-law for the City of London, in the total amount of \$674,970.00, including disbursements and excluding HST;

b) the financing for the ReThink Zoning (Phase Two) project BE APPROVED in accordance with the Source of Financing Report attached, hereto, as Appendix 'A';

c) the Civic Administration BE AUTHORIZED to undertake all administrative acts that are necessary in connection with the ReThink Zoning project;

d) the approvals given, herein, BE CONDITIONAL upon The Corporation of the City of London entering into a formal contract; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other document, if required, to give effect to these recommendations.

**Motion Passed**

9. (2.8) August, 2021 Building Division Monthly Report

Motion made by: A. Hopkins

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

**Motion Passed**

10. (2.9) September, 2021 Building Division Monthly Report

Motion made by: A. Hopkins

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

**Motion Passed**

11. (3.1) SoHo Community Improvement Plan - Performance Measures and Indicators (O-9328) (Relates to Bill No. 532)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the SoHo Community Improvement Plan ("CIP");

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

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

- the recommended amendment conforms with the Planning Act, as the loan and grant programs meet the requirements set out in Section 28 related to Community Improvement;
- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the regeneration of settlement areas as they are critical to the long-term economic prosperity of communities and mainstreets;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement sections; and,
- the recommended amendment conforms to the policies of the SoHo Community Improvement Plan. (2021-D19)

**Motion Passed**

12. (3.2) Hamilton Road Community Improvement Plan - Performance Measures and Indicators of Success (O-9330) (Relates to Bill No. 533)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the Hamilton Road Community Improvement Plan ("CIP");

it being pointed out that the Planning and Environment Committee reviewed and received a communication dated October 19, 2021, from B. Baginski, with respect to this matter;

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

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

- the recommended amendment conforms with the Planning Act, as the loan programs meet the requirements set out in Section 28 related to Community Improvement;
- the recommended amendment is consistent with the Provincial Policy Statement, 2020 (PPS). The PPS encourages the regeneration of settlement areas as critical to the long-term economic prosperity of communities and mainstreets;
- the recommended amendment conforms to the in-force policies of The London Plan, including the Key Directions, Urban Regeneration, and Community Improvement sections; and,
- the recommended amendment conforms to the policies of the Hamilton Road Area Community Improvement Plan. (2021-D19)

**Motion Passed**

13. (3.3) Lambeth Community Improvement Plan - Performance Measures and Indicators of Success (O-9329) (Relates to Bill No. 534)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to ADD an Appendix that sets out performance measures and indicators of success for the Lambeth Community Improvement Plan ("CIP");

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

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

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

**Motion Passed**

14. (3.4) 235 Kennington Way (39CD-21514)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to the application by Sifton Properties Limited, relating to the property located at 235 Kennington Way:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to a property located at 235 Kennington Way; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 235 Kennington Way;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2021-D07/D09)

**Motion Passed**

15. (3.5) 704-706 Boler Road (39CD-21511)

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, based on the application by Southside Construction Management Ltd., relating to the property located at 704-706 Boler Road:

a) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the application for Draft Plan of Vacant Land Condominium relating to the property located at 704-706 Boler Road; and,

b) the Approval Authority BE ADVISED that no issues were raised at the public meeting with respect to the Site Plan Approval application relating to the property located at 704-706 Boler Road;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2021-D07/D09)

**Motion Passed**

16. (3.6) 512 McCormick Boulevard (Z-9374) (Relates to Bill No. 547)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Derek Panzer, relating to the property located at 512 McCormick Boulevard, the proposed by-law appended to the staff report dated November 1, 2021 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the 1989 Official Plan), to change the zoning of the subject property FROM a Residential R1 (R1-6) Zone TO a Light Industrial Special Provision (LI1(\_)) Zone;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the

~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the recommended amendment is consistent with the Provincial Policy Statement, 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the General Industrial designation;
- the recommended amendment aligns with the Council-adopted Urban Agriculture Strategy;
- the recommended amendment facilitates the development of an underutilized parcel of land that would otherwise be undevelopable.

### **Motion Passed**

#### 18. (4.1) 10th Report of the London Advisory Committee on Heritage

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 10th Report of the London Advisory Committee on Heritage, from its meeting held on October 20, 2021:

a) the Civic Administration and T. Jenkins and G. McDonald of AECOM BE ADVISED that the London Advisory Committee on Heritage (LACH) supports the overall design of the Victoria Bridge Replacement as it relates to the original Heritage Impact Assessment recommendations;

it being noted that the LACH suggests the following items be taken into consideration with respect to the above-noted design:

- the lamp pole design be sympathetic with the modern design of the bridge;
- the colour of the bridge be grey; and,
- the existing signage, noting the bridge name and original crossing dates, be included in the new design;

it being further noted that the presentation, as appended to the agenda, dated October 20, 2021, from T. Jenkins and G. McDonald, with respect to this matter, was received;

b) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated October 20, 2021, related to a request for designation of the property located at 1903 Avalon Street by S. Cox:

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 above-noted 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 1903 Avalon Street to be of cultural heritage value or interest for the reasons outlined in Appendix E of the above-noted staff 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, R.S.O. 1990, c. O. 18, seeking approval for alterations to the doorway of the heritage designated property located at 64 Duchess Avenue, within the Wortley Village-Old South Heritage Conservation District BE PERMITTED, as submitted, with the following terms and conditions:

- the door and doorway be painted;
- the proposed alterations to the doorway be completed within six (6) 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;

it being noted that tripled arched wood doorways are important to the built heritage in London and the London Advisory Committee on Heritage is disappointed in the loss of this one;

d) on the recommendation of the Director, Planning and Development, with the advice of the Heritage Planner, the following actions be taken with respect to the staff report dated October 20, 2021, related to the application to the National Historic Sites and Monuments Board of Canada to nominate Labatt Memorial Park as a National Historic Site of Canada:

- i) the above noted initiative BE ENDORSED; and,
- ii) the Civic Administration BE DIRECTED to submit the application to the National Historic Sites and Monuments Board of Canada with respect to this matter;

e) L. Maitland, Site Development Planner, BE ADVISED that the London Advisory Committee on Heritage supports the research and recommendations of the Heritage Impact Assessment, dated October 8, 2021, from M. Hobson, Built Heritage Consultant, as they relate to the Notice of Planning Application, dated October 6, 2021, from L. Maitland, Site Development Planner, with respect to Official Plan and Zoning By-law Amendments related to the properties located at 370 South Street and 124 Colborne Street; it being noted that the above-noted Notice, with respect to this matter, was received; and,

f) clauses 1.1, 3.1 to 3.8, inclusive, 4.1 and 4.2, inclusive, 5.5 and 5.6, inclusive and 6.1 BE RECEIVED for information.

#### **Motion Passed**

#### 19. (4.2) Food Security and Home-Based Food Business

Motion made by: A. Hopkins

That the Civic Administration BE DIRECTED to bring forward a report that identifies recommended zoning amendments or other next steps regarding the regulations in Zoning By-law No. Z.-1 for

home occupations as they relate to food-based businesses, taking into consideration recent Provincial changes to the Food Premises Regulation (O.Reg. 493/17) and the "Guide to Starting a Home-based Food Business" {Ministry of Health, 2020}.

**Motion Passed**

17. (3.7) 560 and 562 Wellington Street (OZ-8462) (Relates to Bill No.'s 531 and 548)

Motion made by: S. Lehman

That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas;

b) the proposed ~~attached~~ by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office (OF1) Zone, TO a holding Residential R10 Special Provision (h-5\*R10-5(\_)) Zone;

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

- the staff presentation;
  - a communication from AM. Valastro, by e-mail;
  - a communication dated October 28, 2021, from S. Stapleton, Vice President, Auburn Developments;
  - a communication dated October 28, 2021, from H. Handy, Senior Associate and K. Muir, Senior Planner, GSP Group;
  - a communication dated October 28, 2021, from K. McKeating, President, Architectural Conservancy Ontario – London Region;
- and,
- a communication dated October 25, 2021, from G. Bruzas, CEO, THINQ Technologies Ltd.;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters. (2021-D09)

Motion made by: M. van Holst

Seconded by: A. Hopkins

Pursuant to section 9.6 of the Council Procedure By-law, Councillor S. Turner BE PERMITTED to speak longer than 5 minutes.

**Motion Passed**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Item 17 (3.7), BE AMENDED to read as follows:

That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas to permit an increased height of 17 storeys (61 m); an increase density of 807 units per hectare; a limited range of commercial uses in the Multi-Family, High Density Residential designation and the provision of affordable housing units implemented through a Bonus Zone;

b) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office (OF1) Zone, TO a holding Residential R10 Special Provision Bonus (h-5\*R10-5( )\*B ( )\*H12) Zone; it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of a mixed-use apartment building with a maximum height of 17 storeys (61 m), and a maximum density of 807 units per hectare, which generally implements the Site Plan and Elevations attached as Schedule “1” to the amending by-law and provides for affordable housing as follows:

- A total of twelve affordable residential rental units; with seven units to be provided within the development at 560 and 562 Wellington Street, and five units to be provided in existing inventory upon the completion of site plan approval;
- Rents not exceeding 70% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- The duration of affordability shall be set at 25 years from the point of initial occupancy of all affordable units;

it being noted that Civic Administration is encouraged to speak with Auburn Developments on the tenant selection process for the affordable units;

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

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

- the staff presentation;
- a communication from AM. Valastro, by e-mail;
- a communication dated October 28, 2021, from S. Stapleton, Vice President, Auburn Developments;
- a communication dated October 28, 2021, from H. Handy, Senior Associate and K. Muir, Senior Planner, GSP Group;
- a communication dated October 28, 2021, from K. McKeating, President, Architectural Conservancy Ontario – London Region; and,
- a communication dated October 25, 2021, from G. Bruzas, CEO, THINQ Technologies Ltd.;

it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the

~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the proposed development is consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations, while conserving significant heritage resources;
- the proposed development conforms to the Official Plan (1989).

Motion made by: S. Lewis

Seconded by: S. Hillier

That part a) of Item 17 (3.7) BE AMENDED to read as follows:

"That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas to permit an increased height of 17 storeys (61 m); an increase density of 807 units per hectare; a limited range of commercial uses in the Multi-Family, High Density Residential designation and the provision of affordable housing units implemented through a Bonus Zone;"

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That part b) of Item 17 (3.7) BE AMENDED by adding the following to the end of part b):

"it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate a high-quality development comprised of a mixed-use apartment building with a maximum height of 17 storeys (61 m), and a maximum density of 807 units per hectare, which generally implements the Site Plan and Elevations attached as Schedule "1" to the amending by-law and provides for affordable housing as follows:

- A total of twelve affordable residential rental units; with seven units to be provided within the development at 560 and 562 Wellington Street, and five units to be provided in existing inventory upon the completion of site plan approval;
- Rents not exceeding 70% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- The duration of affordability shall be set at 25 years from the point of initial occupancy of all affordable units;

it being noted that Civic Administration is encouraged to speak with Auburn Developments on the tenant selection process for the affordable units"

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (1): S. Turner

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (11 to 1)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Item 17 (3.7) BE AMENDED by adding the following new part c):

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

Yeas: (9): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, P. Van Meerbergen, J. Fyfe-Millar, and S. Hillier

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (9 to 3)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Item 17 (3.7) BE AMENDED by adding the following at the end of the clause:

"it being further noted that notwithstanding the advice of staff, municipal council is of the belief that this application is approved for the following reasons:

- the proposed development is consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations, while conserving significant heritage resources;"

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

Motion made by: S. Lewis

Seconded by: S. Hillier

That Item 17 (3.7), as amended, BE APPROVED.

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

Item 17 (3.7), as amended, reads as follows:

That, based on the application of 560 Wellington Holdings Inc., relating to the property located at 560 and 562 Wellington Street:

a) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend the Official Plan (1989) to change the designation FROM a Low Density Residential designation TO a Multi-Family, High Density Residential Designation, and to ADD a Specific Area Policy in Chapter 10 – Policies for Specific Areas to permit an increased height of 17 storeys (61 m); an increase density of 807 units per hectare; a limited range of commercial uses in the Multi-Family, High Density Residential designation and the provision of affordable housing units implemented through a Bonus Zone;

b) the proposed ~~attached~~ revised by-law BE INTRODUCED at the Municipal Council meeting to be held on November 16, 2021 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan as amended in part a) above), to change the zoning of the subject property FROM an Office (OF1) Zone, TO a holding Residential R10 Special Provision Bonus (h-5\*R10-5( )\*B ( )\*H12) Zone; it being noted that the Bonus Zone shall be implemented through one or more agreements to facilitate a high quality development comprised of a mixed-use apartment building with a maximum height of 17 storeys (61 m), and a maximum density of 807 units per hectare, which generally implements the Site Plan and Elevations attached as Schedule “1” to the amending by-law and provides for affordable housing as follows:

- A total of twelve affordable residential rental units; with seven units to be provided within the development at 560 and 562 Wellington Street, and five units to be provided in existing inventory upon the completion of site plan approval;
- Rents not exceeding 70% of the Average Market Rent (AMR) for the London Census Metropolitan Area as determined by the CMHC at the time of building occupancy;
- The duration of affordability shall be set at 25 years from the point of initial occupancy of all affordable units; and,

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

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

- the staff presentation;
- a communication from AM. Valastro, by e-mail;

- a communication dated October 28, 2021, from S. Stapleton, Vice President, Auburn Developments;
- a communication dated October 28, 2021, from H. Handy, Senior Associate and K. Muir, Senior Planner, GSP Group;
- a communication dated October 28, 2021, from K. McKeating, President, Architectural Conservancy Ontario – London Region; and,
- a communication dated October 25, 2021, from G. Bruzas, CEO, THINQ Technologies Ltd.;
- it being pointed out that at the public participation meeting associated with these matters, the individuals indicated on the ~~attached~~ public participation meeting record made oral submissions regarding these matters;

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

- the proposed development is consistent with the Provincial Policy Statement, 2020, which promotes intensification and redevelopment in appropriate locations, while conserving significant heritage resources.

20. (4.3) Global Bird Rescue

Motion made by: A. Hopkins

That the following actions be taken with respect to Global Bird Rescue:

- a) the request to update the Site Control By-law and Guidelines for bird-friendly building design in all new site plans BE ADDED to the Planning and Environment Committee (PEC) Deferred List; and,
- b) the Civic Administration BE REQUESTED to contact the London Bird Team to finalize the bird-friendly pamphlet and the bird-friendly pamphlet be added to the PEC Deferred List;

it being noted that B. Samuels, Coordinator, London Bird Team, was granted delegation status with respect to these matters;

it being further noted that the Planning and Environment Committee reviewed and received a communication from B. Samuels, Coordinator, London Bird Team, with respect to these matters.

**Motion Passed**

Motion made by: A. Hopkins

Seconded by: S. Lewis

That Item 20 (4.3) BE AMENDED by adding the following new part c):

“c) the finalized bird-friendly pamphlet, noted in part b), above, BE CIRCULATED to the Environmental and Ecological Planning Advisory Committee and the Animal Welfare Advisory Committee for review.”

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

Motion made by: S. Lehman  
Seconded by: Mayor E. Holder

That Item 20 (4.3), as amended, BE APPROVED.

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

Item 20 (4.3), as amended, reads as follows:

That the following actions be taken with respect to Global Bird Rescue:

- a) the request to update the Site Control By-law and Guidelines for bird-friendly building design in all new site plans BE ADDED to the Planning and Environment Committee (PEC) Deferred List;
- b) the Civic Administration BE REQUESTED to contact the London Bird Team to finalize the bird-friendly pamphlet and the bird-friendly pamphlet be added to the PEC Deferred List; and,
- c) the finalized bird-friendly pamphlet, noted in part b), above, BE CIRCULATED to the Environmental and Ecological Planning Advisory Committee and the Animal Welfare Advisory Committee for review;

it being noted that B. Samuels, Coordinator, London Bird Team, was granted delegation status with respect to these matters;

it being further noted that the Planning and Environment Committee reviewed and received a communication from B. Samuels, Coordinator, London Bird Team, with respect to these matters.

#### 8.5 15th Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the 15th Report of the Strategic Priorities and Policy Meeting, BE APPROVED, excluding Item 10 (4.2).

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**



1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (2.1) 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee

Motion made by: J. Morgan

That it be noted that the 8th Report of the Diversity, Inclusion and Anti-Oppression Advisory Committee, from its meeting held on October 21, 2021, BE RECEIVED for information.

**Motion Passed**

3. (2.3) Confirmation of Appointment to the Hyde Park Business Improvement Association

Motion made by: J. Morgan

That Curtis Neville BE APPOINTED to the Hyde Park Business Improvement Association for the term ending November 15, 2022; it being noted that the Strategic Priorities and Policy Committee received a communication from D. Szpakowski, General Manager/CEO with respect to this matter.

**Motion Passed**

4. (2.2) LMCH - CMHC Co-Investment - Loan Agreement (Relates to Bill No.'s 519 and 520)

Motion made by: J. Morgan

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

a) the proposed by-law as appended to the staff report dated November 9, 2021 as Appendix "A" BE INTRODUCED to:

i) approve the Credit Agreement, substantially in the form attached to the staff report, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing Inc. and The Corporation of the City of London (the "Credit Agreement");

ii) approve the Guarantee, substantially in the form attached to the staff report, between the Canada Mortgage and Housing Corporation and The Corporation of the City of London (the "Guarantee");

iii) approve the Operating Agreement, substantially in the form attached to the staff report, between the Canada Mortgage and Housing Corporation, London and Middlesex Community Housing Inc. and The Corporation of the City of London (the "Operating Agreement");

- iv) approve the Certificate of Officer, substantially in the form attached to the staff report, for the City of London (the “Certificate of Officer”);
- v) authorize the City Treasurer to approve any amendments to the Credit Agreement, Guarantee, Operating Agreement and Certificate of Officer prior to the execution by the Mayor and City Clerk;
- vi) authorize the Mayor and the City Clerk to execute the Credit Agreement, the Guarantee, and the Operating Agreement;
- vii) authorize the City Treasurer to execute the Certificate of Officer;
- viii) delegate authority to the Deputy City Manager, Finance Supports to approve further agreements, documents or forms required by the Canada Mortgage and Housing Corporation;
- ix) authorize the Mayor and the City Clerk to execute any further agreements, documents or forms required by the Canada Mortgage and Housing Corporation and approved by the Deputy City Manager, Finance Supports;
- (x) authorize the Deputy City Manager, Finance Supports (or delegate) to execute any financial reports required under the Credit Agreement, the Guarantee, the Operating Agreement, and the Certificate; and,
- xi) authorize the Civic Administration to undertake all administrative acts required in connection with these agreements;
- b) the proposed by-law as appended to the staff report dated November 9, 2021 as Appendix “B” BE INTRODUCED to:
  - i) ratify the Resolution of the Shareholder of London & Middlesex Community Housing Inc. to approve the borrowing under the Credit Agreement among London & Middlesex Community Housing Inc., the Corporation of the City of London, and Canada Mortgage Housing Corporation and the Operating Agreement among the Canada Mortgage Housing Corporation, London & Middlesex Community Housing Inc. and The Corporation of the City of London, and the granting of security under the Account Security Agreement between London & Middlesex Community Housing Inc. and Canada Mortgage Housing Corporation; and
  - ii) authorize the Mayor and City Clerk to execute the Resolution of the Shareholder.

**Motion Passed**

5. (3.1) Tabling of the 2022 Budget Update

Motion made by: J. Morgan

That the following actions be taken with respect to the Draft 2022-Tax-Supported Annual Update and the Draft Water and Wastewater Treatment Budgets Annual Update:

- a) the Draft Budget documents BE REFERRED to the 2020-2023 Multi-Year annual budget update process; and,

b) the overview presentation, as appended to the added agenda, by the Deputy City Manager, Finance Supports with respect to the 2022 Budget Update BE RECEIVED.

**Motion Passed**

6. (3.2) London Economic Development - Annual Update

Motion made by: J. Morgan

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from K. Lakhotia, President and CEO, London Economic Development Corporation.

**Motion Passed**

7. (3.3) TechAlliance - Annual Update

Motion made by: J. Morgan

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from C. Fox, CEO, TechAlliance.

**Motion Passed**

8. (3.4) London Small Business Centre - Annual Update

Motion made by: J. Morgan

That it BE NOTED that the Strategic Priorities and Policy Committee received the Annual Update from S. Pellarin, Executive Director, London Small Business Centre.

**Motion Passed**

9. (4.1) London Small Business Centre - Business Case Submission

Motion made by: J. Morgan

That the Civic Administration BE DIRECTED to work with the Small Business Centre to support an application to the Local Business Accelerator Program and that a municipal contribution of \$57,500 BE AUTHORIZED from the earmarked London Community Recovery Network funding, noting that Municipal Council previously authorized \$10 Million to be contributed to the Economic Development Reserve Fund to support social and economic recovery measures.

**Motion Passed**

10. (4.2) Hamilton Road BIA 2022 Budget Request

Motion made by: J. Morgan

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

- a) the above-noted request BE DEFERRED to the 2023 budget process;
- b) the Hamilton Road BIA BE REQUESTED to work with Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process; and,
- c) that a one time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve.

Motion made by: J. Morgan

Seconded by: S. Lehman

The motion to approve parts a) and b), is put.

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

- a) the above-noted request BE DEFERRED to the 2023 budget process;
- b) the Hamilton Road BIA BE REQUESTED to work with Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process; and,

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (10 to 2)**

Motion made by: J. Morgan

Seconded by: M. van Holst

The motion to approve part c) is put.

- c) that a one time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (2): P. Van Meerbergen, and S. Turner

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (10 to 2)**

11. (4.3) Consideration of Appointment to the Covent Garden Market Board

Motion made by: J. Morgan

That Justin Dias BE APPOINTED to the Covent Garden Market Board for the term ending November 15, 2022.

**Motion Passed**

12. (5.1) RBC Place London Board Appointment Recommendations for 2022

Motion made by: J. Morgan

That the following actions be taken with respect to the appointments to the RBC Place London Board of Directors:

a) David Smith (Public Health) and Jenny Diplock (Business), Class 3, BE APPOINTED for the term ending November 15, 2023; and,

b) Dr. C. Schlachta (Health Care), Nora Fisher (Technology), and Tony Soares (Marketing), Class 3, BE APPOINTED for the term ending November 15, 2022.

**Motion Passed**

13. (5.2) Committee of Adjustment - Member Vacancy

Motion made by: J. Morgan

That the resignation of John Fyfe-Millar from the Committee of Adjustment 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**

10. (4.2) Hamilton Road BIA 2022 Budget Request

Motion made by: J. Morgan

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

a) the above-noted request BE DEFERRED to the 2023 budget process;

b) the Hamilton Road BIA BE REQUESTED to work with Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process; and,

c) that a one time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve.

Motion made by: J. Morgan

Seconded by: S. Lehman

The motion to approve parts a) and b), is put.

That the following actions be taken with respect to the Hamilton Road BIA 2022 Budget request dated October 22, 2021:

a) the above-noted request BE DEFERRED to the 2023 budget process;

b) the Hamilton Road BIA BE REQUESTED to work with Civic Administration to develop a full business case, with proposed funding source, for the 2023 budget process; and,

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (10 to 2)**

Motion made by: J. Morgan

Seconded by: M. van Holst

The motion to approve part c) is put.

c) that a one time grant of \$30,000 be provided to the Hamilton Road BIA from the Community Investment Reserve Fund to establish an operating reserve.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Nays: (2): P. Van Meerbergen, and S. Turner

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (10 to 2)**

#### 8.6 5th Report of the Audit Committee

Motion made by: J. Morgan

That the 5th Report of the Audit Committee, BE APPROVED.

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

1. Disclosures of Pecuniary Interest  
Motion made by: J. Morgan  
That it BE NOTED that no pecuniary interests were disclosed.

**Motion Passed**

2. (4.1) Internal Audit Summary Update  
Motion made by: J. Morgan  
That the communication dated October 22, 2021, from Deloitte, with respect to the internal audit summary update, BE RECEIVED.

**Motion Passed**

3. (4.2) Internal Audit Dashboard as at October 22, 2021  
Motion made by: J. Morgan  
That the communication from Deloitte, regarding the internal audit dashboard as at October 22, 2021, BE RECEIVED.

**Motion Passed**

4. (4.3) Observation Summary as at October 22, 2021  
Motion made by: J. Morgan  
That the communication from Deloitte, regarding the Observation Summary as at October 22, 2021, BE RECEIVED.

**Motion Passed**

5. (4.4) SaaS Application Review  
Motion made by: J. Morgan  
That the Internal Audit Report from Deloitte with respect to SaaS Application Review performed March 2021 to July 2021, issued October 21, 2021, BE RECEIVED.

**Motion Passed**

**10. Deferred Matters**

None.

**12. Emergent Motions**

None.

**13. By-laws**

Motion made by: J. Helmer  
Seconded by: P. Van Meerbergen

That Introduction and First Reading of Bill No.'s 516 to 547, excluding the revised Bill No. 531, BE APPROVED.

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

Motion made by: J. Fyfe-Millar  
Seconded by: A. Hopkins

That Second Reading of Bill No.'s 516 to 547, excluding the revised Bill No. 531, BE APPROVED.

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

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

That Third Reading and Enactment of Bill No.'s 516 to 547, excluding the revised Bill No. 531, BE APPROVED.

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (12 to 0)**

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

That Introduction and First Reading of the revised Bill No.'s 531 and 548, BE APPROVED.

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

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



That Second Reading of the revised Bill No.'s 531 and 548, BE APPROVED.

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

Motion made by: J. Fyfe-Millar

Seconded by: S. Lewis

That Third Reading and Enactment of the revised Bill No.'s 531 and 548, BE APPROVED.

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

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

Absent: (2): M. Salih, and M. Cassidy

**Motion Passed (8 to 4)**

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

Motion made by: A. Hopkins

Seconded by: S. Lehman

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

##### **4.1 Personal Matter / Identifiable Individual**

A personal matter pertaining to identifiable individuals, including municipal employees, with respect to the 2022 Mayor's New Year's Honour List.  
(6.1/15/CPSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality.  
(6.1/18/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.  
(6.2/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.3/18/CSC)

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

A matter pertaining to the proposed or pending acquisition of land by the municipality, including communications necessary for that purpose; advice that is subject to solicitor-client privilege; commercial and financial information, that belongs to the municipality and has monetary value or potential monetary value and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality. (6.4/18/CSC)

#### 4.6 Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations. (6.5/18/CSC)

#### 4.7 Solicitor-Client Privileged Advice

A matter pertaining to advice which is subject to solicitor-client privilege and communications necessary for that purpose. (6.1/15/SPPC)

#### 4.8 Security of Property

A matter pertaining to the security of the property of the municipality or local board. (6.1/5/AC)

### **Motion Passed**

The Council convenes in closed session at 9:58 PM with all Members participating, except Councillors M. Salih and M. Cassidy.

At 10:06 PM, Councillor S. Turner leaves the meeting.

At 10:08 PM, Councillor S. Turner enters the meeting.

The Council resumes into public session at 10:16 PM, with all Members participating, except Councillors M. Salih, M. Cassidy and P. Van Meerbergen.

## **9. Added Reports**

### 9.1 15th Report of Council in Closed Session

Motion made by: A. Hopkins

Seconded by: S. Lehman

#### 1. Property Acquisition – 297 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 297 Wellington Road, further described as Part of Lot 206, Plan 498 (4th), except easterly 2 feet, being all of PIN 08363-0037 (LT), containing an area of approximately 4,962 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 Sparkles Cleaning Service Ltd. (the “Vendor”), to sell the subject property to the City, for the sum of \$642,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and,
- b) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

3. Offer to Purchase Industrial Land, Synergis Tooling and Machining Inc., Innovation Industrial 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 industrial land located in Innovation Industrial Park, Phase I, containing an area of 4.0 acres and municipally known as 2445 Innovation Drive, legally described as being Part of Block 3, Plan 33M-544, more specifically shown as Part 1, Plan 33R-19843, being all of PIN 081970291, in the City of London, County of Middlesex, as outlined on the sketch attached hereto as Appendix “C”, the following actions be taken:

- a) the Agreement of Purchase and Sale (the “Agreement”), attached as Appendix “B”, submitted by The Corporation of the City of London (the “Purchaser”) to repurchase 4 acres of the subject property from Synergis Tooling and Machining Inc., for the sum of \$252,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement; and
- b) the financing for the acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

4. Partial Property Acquisition – 4270 Lismer Lane – Bradley Avenue Extension Project Phase 2 – Wharnccliffe Road South to Jalna Boulevard

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, with respect to the property located at 4270 Lismer Lane, further described as Firstly: Part of Lot 33, Concession 2, Westminster, designated as Parts 9 and 10, Plan 33R-20821, being part of PINs 08209-2872 (LT) and 08209-2388, Secondly: Part of Block 1, Plan 33M-786, designated as Parts 11 and 12, Plan 33R-20821, being part of PIN 08209-2861, containing an area of approximately 0.41 acres, as shown on the location map attached as Appendix “B”, for the purpose of future road improvements to accommodate the Bradley Avenue Project Phase 2, the following actions be taken:

- a) the offer submitted by Goldfield Ltd & Goldfield 1 Ltd (the “Vendor”), to sell the subject property to the City, for the sum of \$172,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”;
- b) the City agreeing to pay a further sum of \$40,000.00 for a Grant of Temporary Easement and Consent to Enter Agreement with the option to renew this agreement for a further twelve-month term, for an additional sum of \$40,000.00, wherein additional compensation and additional terms have been agreed to between the Parties, being the “Related Transaction”; and
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix “A”.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

Motion made by: A. Hopkins

Seconded by: S. Lehman

2. Property Acquisition – 150 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 150 Wellington Road, further described as Part Lot 25, Concession Broken Front, Geographic Township of Westminster, as in Inst. No. 919914, City of London, County of Middlesex, being all of PIN 08358-0010 (LT), containing an area of approximately 9,375 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 Nick Vurajic (the “Vendor”), to sell the subject property to the City, for the sum of \$476,000.00 BE ACCEPTED, subject to the terms and conditions as set out in the agreement attached as Appendix “C”; and

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

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Turner

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

**Motion Passed (10 to 0)**

Motion made by: S. Lehman

Seconded by: J. Fyfe-Millar

That Introduction and First Reading of Added Bill No.’s 550, 552 and 553 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

Motion made by: A. Hopkins

Seconded by: M. van Holst

That Second Reading of Added Bill No.’s 550, 552 and 553 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

Motion made by: J. Fyfe-Millar

Seconded by: S. Lewis

That Third Reading and Enactment of Added Bill No.'s 550, 552 and 553 BE APPROVED.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

Motion made by: A. Hopkins

Seconded by: S. Lehman

That Introduction and First Reading of Added Bill No. 551 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Turner

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

**Motion Passed (10 to 0)**

Motion made by: J. Fyfe-Millar

Seconded by: E. Pelozza

That Second Reading of Added Bill No. 551 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Turner

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

**Motion Passed (10 to 0)**

Motion made by: E. Pelozza

Seconded by: M. van Holst

That Third Reading and Enactment of Added Bill No. 551 BE APPROVED.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, E. Pelozza, J. Fyfe-Millar, and S. Hillier

Recuse: (1): S. Turner

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

**Motion Passed (10 to 0)**

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

Bill	By-law
Bill No. 516	By-law No. A.-8181-362 – A by-law to confirm the proceedings of the Council Meeting held on the 16th day of November, 2021. (City Clerk)
Bill No. 517	By-law No. A.-8182-363 – A by-law to authorize and approve a Stewardship Agreement between The Corporation of the City of London and London Symphonia for its exclusive use and custody of the City’s Music Library; and to authorize the Mayor and the City Clerk to execute the Stewardship Agreement. (2.4/15/CPSC)
Bill No. 518	By-law No. A.-8183-364 – A by-law to authorize and approve a standard form Rapid Housing Initiative Agreement” (RHI) (Schedule 1) with Canadian Mortgage and Housing Corporation (CMHC) and to delegate the duties of the City as it relates to the administrative and development activities for capital development within the Rapid Housing Initiative (RHI). (2.6/15/CPSC)
Bill No. 519	By-law No. A.-8184-365 – A by-law to approve and authorize the execution of the Credit Agreement, the Operating Agreement between The Corporation of the City of London, the London Middlesex Community Housing Inc. and the Canada Mortgage and Housing Corporation and to approve the Guarantee between The Corporation of the City of London and the Canada Mortgage and Housing Corporation. (2.2/15/SPPC)
Bill No. 520	By-law No. A.-8185-366 – A by-law to ratify and confirm the Resolution of the Shareholder of London & Middlesex Community Housing Inc. (2.2/15/SPPC)
Bill No. 521	By-law No. A.-7657(d)-367 – A by-law to amend By-law No. A.-7657-4, as amended, being “A by-law to repeal By-law No. A.-7495-21 and to adopt an Emergency Management Program and Plan” in order to repeal and replace Schedule “A” to the by-law. (2.3/15/CPSC)
Bill No. 522	By-law No. A.-7766(a)-368 – A by-law to amend By-law No. A.-7766-366, being “A by-law to approve and adopt a standard form Licence Agreement for the use of recreation spaces and assets; and to authorize the Managing Director, Parks and Recreation or the Managing Director Neighbourhood, Children and Fire Services, or their written designate, to insert information and execute Licence Agreements not exceeding \$10,000, for the use of recreation spaces and assets, which employ this form and to repeal By-law No A.-6690-195 and any amendments thereto” to reflect the current organizational structure. (2.2a/18/CSC)
Bill No. 523	By-law No. A.-7821(a)-369 – A by-law to amend By-law No. A.-7821-84, being “A by-law to approve the Grant Agreement between The Corporation of the City of London and Grand Theatre; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2b/18/CSC)

Bill No. 524	By-law No. A.-7820(a)-370 – A by-law to amend By-law No. A.-7820-83, being “A by-law to approve the Purchase of Service Agreement between London Arts Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2c/18/CSC)
Bill No. 525	By-law No. A.-7834(a)-371 – A by-law to amend By-law No. A.-7834-109, being “A by-law to approve the Purchase of Service Agreement between London Heritage Council and The Corporation of the City of London; and to authorize the Mayor and the City Clerk to execute the Agreement” to reflect the current organizational structure. (2.2d/18/CSC)
Bill No. 526	By-law No. A.-7332(a)-372 – A by-law to amend By-law No. A.-7332-16 being “A By-law to approve and adopt the standard form Grant Agreement (London Community Grants Program); and to authorize a City Representative to insert information and execute agreements which employ this form; and to authorize a City Representative to insert information and execute agreements which employ this form” to reflect the current organizational structure. (2.2e/18/CSC)
Bill No. 527	By-law No. A.-6790(a)-373 – A by-law to amend By-law No. A.-6790-81, being “A By-law to approve and adopt the standard form for Purchase of Services Agreements for Community Services” to reflect the current organizational structure. (2.2f/18/CSC)
Bill No. 528	By-law No. A.-6690(a)-374 – A by-law to amend By-law No. A.-6690-195 being “A By-law to approve the standard form for Office/Storage Space Licence Agreements” to reflect the current organizational structure and to repeal By-law No. A.-5962-42 and By-law No. A.-5962(a)-126. (2.2g/18/CSC)
Bill No. 529	By-law No. A.-5505(y)-375 – A by-law to amend By-law No. A.-5505-497 entitled, “A by-law to authorize the implementation of a pre-authorized tax payment plan for The Corporation of the City of London” by changing the multiplier to determine the pre-authorized property tax payment from 1.025 to 1.030 effective January 1, 2022. (2.3a/18/CSC)
Bill No. 530	By-law No. A-8-21030 – A by-law to amend By-law No. A-8, as amended entitled “Property Tax Collection By-law” by changing the calculation percent for the Interim Levy from 41.0% to 41.2% effective January 1, 2022. (2.3b/18/CSC)
Bill No. 531	(REVISED) By-law No. C.P.-1284(wl)-376 – A by-law to amend the Official Plan for the City of London, 1989 relating to 560 and 562 Wellington Street. (3.7a/16/PEC)
Bill No. 532	By-law No. C.P.-1480(a)-377 – A by-law to amend the SoHo Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.1/16/PEC)



Bill No. 533	By-law No. C.P.-1523(a)-378 – A by-law to amend the Hamilton Road Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.2/16/PEC)
Bill No. 534	By-law No. C.P.-1538(a)-379 – A by-law to amend the Lambeth Area Community Improvement Plan (CIP) to add an Appendix that sets out performance measures and indicators of success for the CIP. (3.3/16/PEC)
Bill No. 535	By-law No. C.P.-1572-380 – A by-law to exempt from Part-Lot Control, lands located at 1820 Finley Crescent, legally described as Block 99 in Registered Plan 33M-733. (2.3/16/PEC)
Bill No. 536	By-law No. L.S.P.-3494-381 – A by-law to designate 46 Bruce Street to be of cultural heritage value or interest. (4.2/12/PEC)
Bill No. 537	By-law No. PS-113-21077 – 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.” (2.4/14/CWC)
Bill No. 538	By-law No. S.-6146-382 – A by-law to assume certain works and services in the City of London. (White Oaks (Legendary) Phase 1, 33M-518) (Deputy City Manager, Environment and Infrastructure)
Bill No. 539	By-law No. S.-6147-383 – A by-law to assume certain works and services in the City of London. (North Longwoods Subdivision, Phase 2 – 33M-581) (Deputy City Manager, Environment and Infrastructure)
Bill No. 540	By-law No. S.-6148-384 – A by-law to assume certain works and services in the City of London. (Woodhull Subdivision – 33M-682) (Deputy City Manager, Environment and Infrastructure)
Bill No. 541	By-law No. S.-6149-385 – A by-law to assume certain works and services in the City of London. (Summerside Subdivision Phase 12A – Stage 2, 33M-533) (Deputy City Manager, Environment and Infrastructure)
Bill No. 542	By-law No. S.-6150-386 – A by-law to assume certain works and services in the City of London. (Creek View Subdivision Phase 1, 33M-652) (Deputy City Manager, Environment and Infrastructure)
Bill No. 543	By-law No. S.-6151-387 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Buroak Drive; and as part of Twilite Boulevard) (Chief Surveyor – registration of 33M-799 requires 0.3m reserves on abutting plans 33M-750 and 33M-752 for unobstructed legal access through subdivision)
Bill No. 544	By-law No. S.-6152-388 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Evans Boulevard) (Chief Surveyor – registration of 33M-789 requires 0.3m reserve on abutting plan 33M-756 for unobstructed legal access through subdivision)

Bill No. 545	By-law No. S.-6153-389 – A by-law to lay out, constitute, establish and assume certain reserves in the City of London as public highway. (as part of Petty Road, Bateman Trail, Lemieux Walk; and Biddulph Street) (Chief Surveyor – registration of 33M-795 requires 0.3m reserve on abutting plans 33M-542 and 33M-576 for unobstructed legal access through subdivision)
Bill No. 546	By-law No. Z.-1-212969 – A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning for lands located at 1224 Blackwell Boulevard, legally described as Block 1 Plan 33M-798. (2.2/16/PEC)
Bill No. 547	By-law No. Z.-1-212970 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 512 McCormick Boulevard (3.6/16/PEC)
Bill No. 548	(REVISED) By-law No. Z.-1-212971 – A by-law to amend By-law No. Z.-1 to rezone an area of land located at 560 and 562 Wellington Street. (3.7b/16/PEC)
Bill No. 549	(ADDED) By-law No. A.-8186-390 – A by-law to appoint a Councillor for Ward 6 for the City of London. (4.1/16/SPPC)
Bill No. 550	(ADDED) By-law No. A.-8187-391 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Sparkles Cleaning Services Ltd, for the acquisition of the property located at 297 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. (6.1/18/CSC)
Bill No. 551	(ADDED) By-law No. A.-8188-392 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Nick Vurajic, for the acquisition of the property located at 150 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. (6.2/18/CSC)
Bill No. 552	(ADDED) By-law No. A.-8189-393 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Synergis Tooling and Machining Inc. for the purchase of industrial land located in Innovation Industrial Park, Phase I, containing an area of 4 acres, municipally known as 2445 Innovation Drive, legally described as being Part of Block 3, Plan 33M-544, more specifically shown as Part 1, Plan 33R-19843, being all of PIN 081970291, in the City of London, County of Middlesex, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/18/CSC)
Bill No. 553	(ADDED) By-law No. A.-8190-394 – A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Goldfield Ltd & Goldfield 1 Ltd, for the acquisition of the property located at 4270 Lismer Lane, in the City of London, for the Bradley Avenue Project Phase 2 and to authorize the Mayor and the City Clerk to execute the Agreement. (6.4/18/CSC)

## 11. Enquiries

Councillor Lewis enquires about the livestreaming of the Council Compensation Review Task Force meeting. The Deputy Clerk responds that the meetings are open to the public and that members of the public can register to review the meeting in person or remotely by Zoom. The Deputy Clerk also notes that the meetings are recorded and that a member of the public can request a copy of the recording. He also indicates that there has been no direction from Municipal Council to live stream these meetings.

Motion made by: S. Lewis

Seconded by: A. Hopkins

That pursuant to section 18.4 of the Council Procedure By-law leave BE GIVEN for discussion and debate and the making of a substantive motion with respect to the public access to Council Compensation Review Task Force meetings.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

Motion made by: S. Lewis

Seconded by: A. Hopkins

That the Civic Administration BE DIRECTED to make best efforts to ensure that there are appropriate means in place for the public to view meetings of the Council Compensation Task Force.

Yeas: (11): Mayor E. Holder, M. van Holst, S. Lewis, J. Helmer, J. Morgan, S. Lehman, A. Hopkins, S. Turner, E. Peloza, J. Fyfe-Millar, and S. Hillier

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

**Motion Passed (11 to 0)**

## 14. Adjournment

Motion made by: J. Fyfe-Millar

Seconded by: S. Lewis

That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 10:50 PM.

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Ed Holder, Mayor

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Catharine Saunders, City Clerk

# Strategic Priorities and Policy Committee

## Report

16th Special Meeting of the Strategic Priorities and Policy Committee  
November 15, 2021

PRESENT: Mayor E. Holder (Chair), Councillors M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Cassidy, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Peloza, J. Fyfe-Millar, S. Hillier

ALSO PRESENT: M. Ribera, B. Westlake-Power

Remote Attendance: L. Livingstone, A. Barbon, B. Card, S. Corman, J. Davison, K. Dickins, G. Kotsifas, J.P. McGonigle, J. Raycroft, C. Saunders, M. Schulthess

The meeting is called to order at 4:00 PM; it being noted that the following were in remote attendance: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Peloza and S. Hillier.

### 1. Disclosures of Pecuniary Interest

That it BE NOTED that no pecuniary interests were disclosed.

### 2. Consent

None.

### 3. Scheduled Items

None.

### 4. Items for Direction

#### 4.1 Consideration of Filling of Ward 6 Vacancy

Moved by: M. van Holst

Seconded by: J. Fyfe-Millar

That the following actions be taken with respect to filling the vacancy of the Office of Ward 6:

a) Mariam Hamou BE APPOINTED to the Office of Ward 6 for the term commencing November 16, 2021 and ending November 15, 2022, pursuant to section 263(1)(a) of the *Municipal Act, 2001*;

b) the City Clerk BE DIRECTED to confirm the consent of Mariam Hamou to be appointed to the Office of Ward 6 and to confirm the individual's eligibility to hold the Office of Ward 6, as set out in the *Municipal Act, 2001*; and

c) subject to the confirmation of the matters set out in b) above, the City Clerk BE DIRECTED to prepare the necessary by-law to appoint Mariam Hamou to the Office of Ward 6, in accordance with term set out in a) above, to be introduced at the Council meeting to be held on November 16, 2021.

Yeas: (10): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Morgan, S. Lehman, P. Van Meerbergen, E. Pelozza, J. Fyfe-Millar, and S. Hillier

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

Absent: (1): M. Cassidy

**Motion Passed (10 to 3)**

Voting Record:

**Election**

Appointment to Ward 6

**Mike Bloxam(7.14 %):**J. Fyfe-Millar

**Nancy Branscombe(42.86 %):**M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza

**Shiv Chokhani(0.00 %):**None

**Omar El Naggari(0.00 %):**None

**Jacob Gal(0.00 %):**None

**Mariam Hamou(50.00 %):**M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Tariq Khan(0.00 %):**None

**Wajdi Khouri(0.00 %):**None

**Roman Lalich(0.00 %):**None

**Quintin Lang(0.00 %):**None

**Wanda Latuszak(0.00 %):**None

**Lincoln McCardle(0.00 %):**None

**Bronagh Morgan(0.00 %):**None

**Sean M. O'Connell(0.00 %):**None

**Erik Parti(0.00 %):**None

**Matthew Reid(0.00 %):**None

**Susan Slaughter(0.00 %):**None

**Karen Lee Steinmann(0.00 %):**None

**Carmelita Tang(0.00 %):**None

**Robert James Lloyd Wright(0.00 %):**None

**Majority Winner: No majority**

**Election**

Appointment to Ward 6

**Nancy Branscombe(50.00 %):**M. van Holst, J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar

**Mariam Hamou(50.00 %):**M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Majority Winner: No majority**

**Election**

Appointment to the office of Ward 6 Councillor

**Nancy Branscombe(42.86 %):**J. Helmer, M. Cassidy, A. Hopkins, S. Turner, E. Pelozza, J. Fyfe-Millar

**Mariam Hamou(57.14 %):**M. van Holst, M. Salih, J. Morgan, S. Lewis, S. Hillier, P. Van Meerbergen, S. Lehman, Mayor E. Holder

**Majority Winner: Mariam Hamou**

**5. Deferred Matters/Additional Business**

5.1 (ADDED) Submissions of Support

Moved by: S. Lewis

Seconded by: P. Van Meerbergen

That the following communications regarding support for the Ward 6 vacancy BE RECEIVED:

a communication dated November 5, 2021 from M. Blosch;  
a communication dated November 10, 2021 from C. Butler; and  
a communication dated November 2, 2021 from V. Aziz.

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

Absent: (1): M. Cassidy

**Motion Passed (13 to 0)**

**6. Adjournment**

Moved by: S. Hillier

Seconded by: E. Pelosa

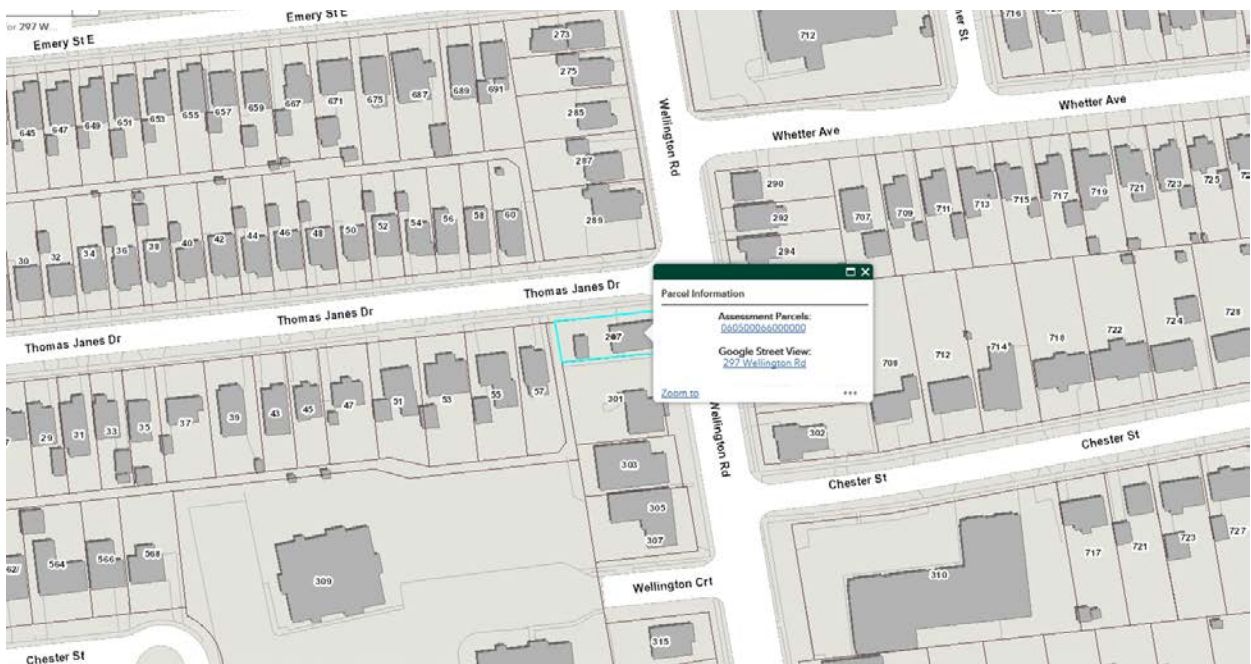
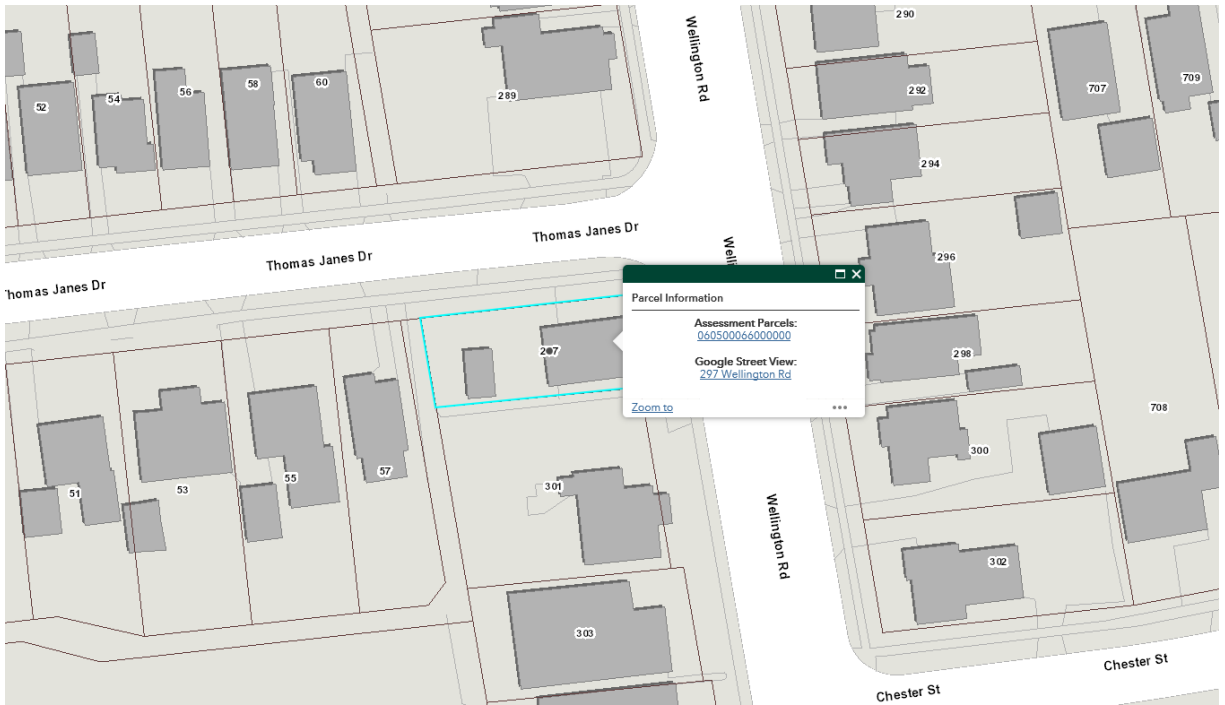
That the meeting BE ADJOURNED.

**Motion Passed**

The meeting adjourned at 4:33 PM.

# Appendix B – Location Map

## 297 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** SPARKLES CLEANING SERVICE LTD.

**REAL PROPERTY:**

Address 297 Wellington Road, London, ON N6C 4P1

Location West side of Wellington Road, South of Thomas Jane Drive

Measurements approximately 460.98 m<sup>2</sup>/ 4,962.16 ft<sup>2</sup>

Legal Description: Part of Lot 206, Plan 498 (4<sup>th</sup>), Except easterly 2 feet, in the City of London, County of Middlesex, being all of PIN 08363-0037 (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 SIX HUNDRED FORTY-TWO THOUSAND DOLLARS CDN (\$642,000.00) 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 **November 19<sup>th</sup>, 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 **December 3<sup>rd</sup>, 2021**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 17<sup>th</sup>, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all 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 \_\_\_\_\_ day of \_\_\_\_\_,

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: SPARKLES CLEANING SERVICE LTD.

Name: 

Title: Harry Kraemer, President

*We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: \_\_\_\_\_

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 Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 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 \$32,000.00, prior to completion of this transaction.
7. **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*.
8. **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.
9. **ADJUSTMENTS:** The parties agree that notwithstanding Section 3 of this Agreement, realty taxes, including local improvement rates, and utilities shall be adjusted effective November 26, 2021.
10. **LEASE CONDITION:** This offer is conditional upon the Purchaser and Vendor entering into a commercial lease to continue the existing use of the Property rent free (subject to operating costs as determined by the City which is the responsibility of the Vendor) for a term of one (1) year, on or before **December 17<sup>th</sup>, 2021**. If, within that time, the parties are unable to finalize and execute a lease agreement to their mutual satisfaction, this Agreement notwithstanding any intermediate acts or negotiations, 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. This condition is for the benefit of both the Vendor and Purchaser and shall only be waived on the consent of both parties.

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21178

November 1, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE:Property Acquisition, 297 Wellington Road  
Wellington Gateway Project  
(Subledger LD210004)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Sparkles Cleaning Service Ltd

### 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	8,143,402	700,265	2,216,233
<b>Total Expenditures</b>	<b>\$11,059,900</b>	<b>\$8,143,402</b>	<b>\$700,265</b>	<b>\$2,216,233</b>
<b>Sources of Financing</b>				
Capital Levy	1,157,204	852,049	73,269	231,886
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	7,291,353	626,996	1,984,347
<b>Total Financing</b>	<b>\$11,059,900</b>	<b>\$8,143,402</b>	<b>\$700,265</b>	<b>\$2,216,233</b>

### Financial Note:

Purchase Cost	\$642,000
Add: Legal Fees etc.	37,000
Add: Land Transfer Tax	9,315
Add: HST @13%	88,270
Less: HST Rebate	<u>-76,320</u>
Total Purchase Cost	<u>\$700,265</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.

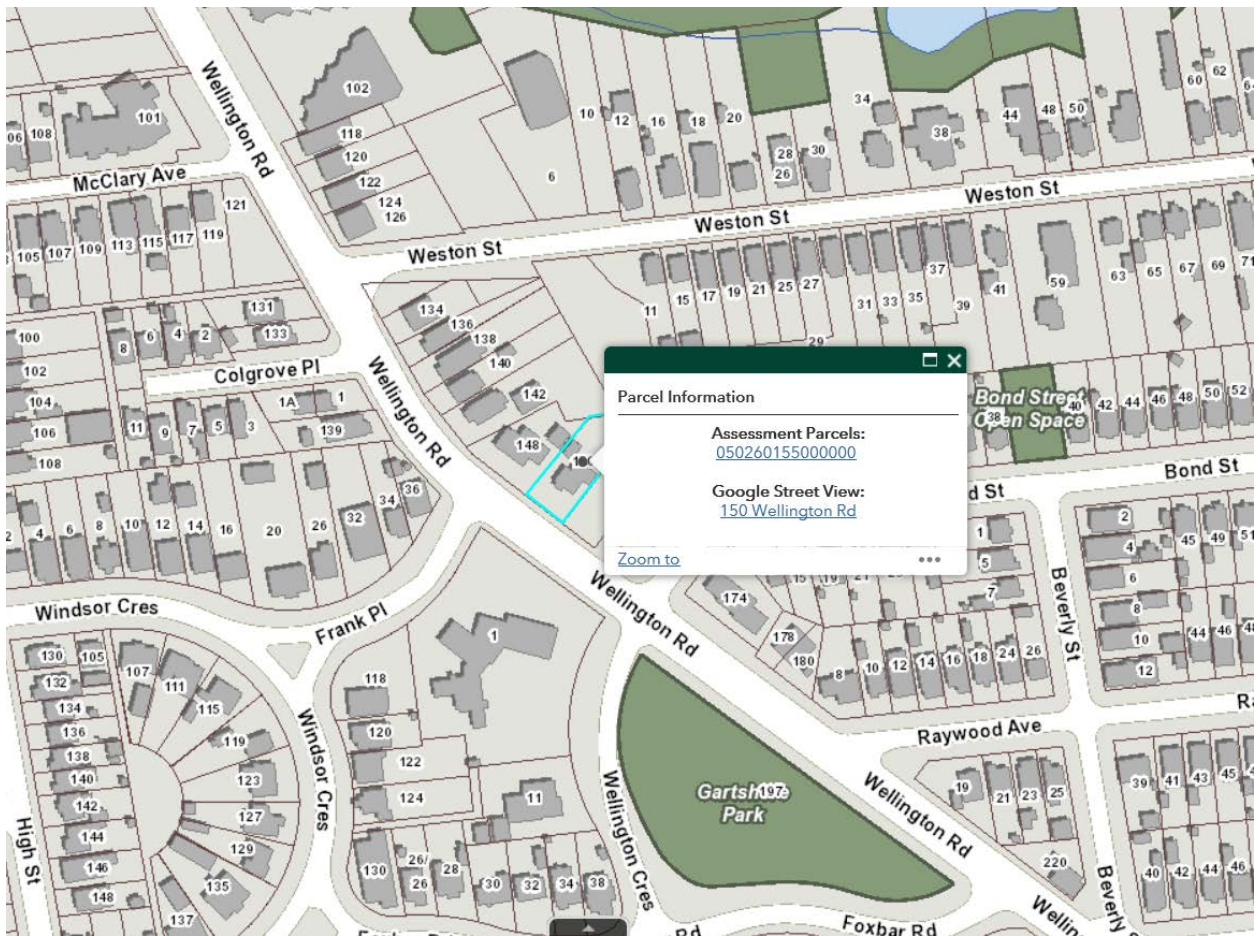
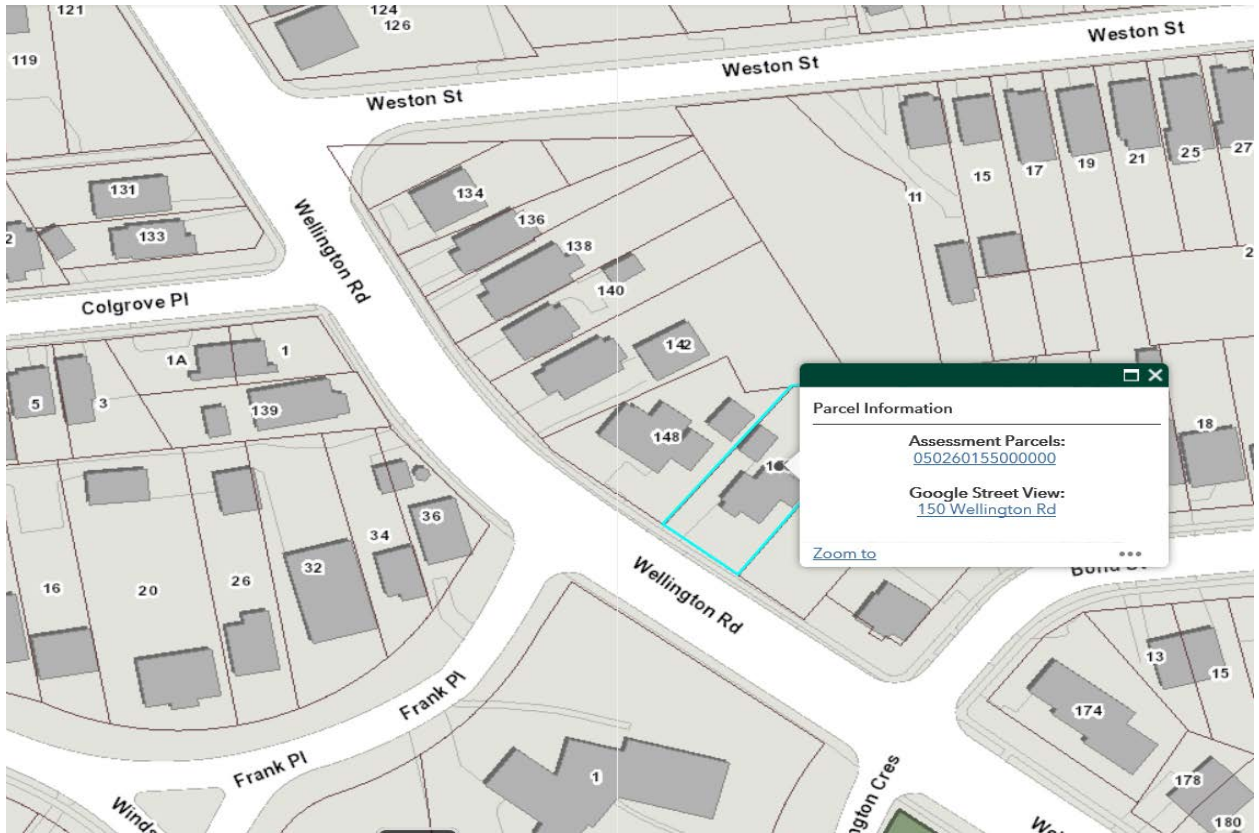


Jason Davies  
Manager of Financial Planning & Policy

lp

# Appendix B – Location Map

## 150 Wellington Road



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** NICK VURAJIC

**REAL PROPERTY:**

Address: 150 Wellington Road, London, ON N6C 4N1

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

Measurements: 870.97 m<sup>2</sup>/ 9,375.36 ft<sup>2</sup>

Legal Description: Part Lot 25, Concession Broken Front,  
Geographic Township of Westminster,  
As in Inst. No. 919914,  
City of London, County of Middlesex,  
being all of PIN 08358-0010 (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 SEVENTY-SIX THOUSAND CDN (\$476,000.00) 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 **November 19<sup>th</sup>, 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 **December 3<sup>rd</sup>, 2021**, (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 10<sup>th</sup>, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** The 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

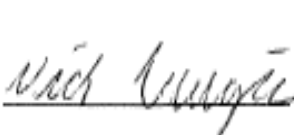
except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

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

I, the undersigned Vendor agree to the above offer.

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

  
Witness: Joseph Brnac

  
Nick Vurajic

Oct 15/21  
Date

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

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

THE CORPORATION OF THE CITY OF LONDON

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

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

**Joseph Brnac**  
**O'Donnell Brnac Law Professional Corporat**  
**380 YORK ST.**  
**LONDON, ONTARIO N6B 1P9**

VENDOR'S LAWYER: \_\_\_\_\_

PURCHASER'S LAWYER: Sachit Tatavani, Solicitor, 519-661-2499 (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 Closing Date (as defined in Section 7 of this Agreement or otherwise agreed upon by the parties), failing which, at the sole option of the Purchaser, the Closing Date may be extended to a date up to ten (10) business days after the Purchaser's receipt of the Direction re: Funds.
4. **RIGHT OF INSPECTION:** The Purchaser or an agent of the Purchaser shall be entitled to enter and inspect the property including all dwellings and buildings prior to the closing of this Agreement.
5. **REPLACEMENT PROPERTY:** The Purchaser agrees to pay reasonable legal and other non-recoverable expenditures incurred in acquiring a similar replacement property, providing a claim is made within one year of the date of possession. The Vendor shall be responsible to apply to the Ministry of Finance for any eligible reduction to the payment of the Land Transfer Tax for the purchase of the replacement property, in accordance with Section 1(2) of the *Land Transfer Tax Act, RSO 1990, cL6*, and such amounts shall not be recoverable under this clause. This condition shall survive and not merge upon the completion of this Agreement.
6. **SECTION 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, upon completion of this transaction.
7. **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*.
8. **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, including all chattels, 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.
9. **RENTAL ITEMS/EXCLUDED FIXTURES:** The following equipment is rented and not included in the Purchase Price. The Purchaser will not assume the rental contract for the Hot water heater, which shall be removed from the Property prior to closing.

# Appendix A – Source of Financing Report

## Appendix "A"

#21181

November 1, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE:Property Acquisition, 150 Wellington Road  
Wellington Gateway Project  
(Subledger LD180060)  
Capital Project RT1430-1B - Wellington Gateway - Land Rapid Transit  
Nick Vurajic

### 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	8,843,667	519,883	1,696,350
<b>Total Expenditures</b>	<b>\$11,059,900</b>	<b>\$8,843,667</b>	<b>\$519,883</b>	<b>\$1,696,350</b>
<b>Sources of Financing</b>				
Capital Levy	1,157,204	925,318	54,396	177,490
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	9,902,696	7,918,349	465,487	1,518,860
<b>Total Financing</b>	<b>\$11,059,900</b>	<b>\$8,843,667</b>	<b>\$519,883</b>	<b>\$1,696,350</b>

### Financial Note:

Purchase Cost	\$476,000
Add: Legal Fees etc.	29,000
Add: Land Transfer Tax	5,995
Add: HST @13%	65,650
Less: HST Rebate	-56,762
Total Purchase Cost	<u>\$519,883</u>

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

  
Jason Davies  
Manager of Financial Planning & Policy

HB

## Appendix B – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON  
**VENDOR:** SYNERGIS TOOLING AND MACHINING INC.  
**REAL PROPERTY:**  
Address 159 BELLCHASE TRAIL, BRAMPTON, ON, L6P 3N2  
Location WEST SIDE OF INNOVATION DRIVE  
Measurements 2.82 ft x 493.66 ft x 354.77 ft x 493.67 ft x 351.95 ft  
(4.0 ACRES)

**Legal Description:** Part of Block 3 in Plan 33M-544 more specifically shown as Part 1 of Plan 33R-19843 being all of PIN 081970291 located in the City of London, County of Middlesex as shown highlighted in red 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 Two Hundred and Fifty Two Thousand Dollars CDN (\$252,000.00) 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" 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 **December 8<sup>th</sup>, 2021**, after which date, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.
6. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. on **December 22<sup>nd</sup>, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **January 5<sup>th</sup> 2022**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all encumbrances. If within the specified times referred to in paragraph 6 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and any deposit paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property .

## Appendix B – Agreement of Purchase and Sale Cont'd

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 \_\_\_\_\_, 2021

THE CORPORATION OF THE CITY OF LONDON

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

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

20#8

## Appendix B – Agreement of Purchase and Sale Cont'd

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 5<sup>TH</sup> day of OCTOBER 2021.

SIGNED, SEALED AND DELIVERED  
In the Presence of

SYNERGIS TOOLING AND MACHINING INC.

Per: Mohamed Ashraf Ali

Name: Mohamed Ashraf Ali

Title: Director

Per: Waheeda Baksh Ali

Name: Waheeda Baksh Ali

Title: President

*I/We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: Saema Akram, Convergence, Whelton Law Professional Corporation, 100 Consilium Pl #200, Scarborough, ON, M1H 3E3, 419-917-0460

PURCHASER'S LAWYER: Sachit Tataavarti, Solicitor, 519-661-2489 (CITY) Ext. 5018 Fax: 519-661-5530

**Appendix B – Agreement of Purchase and Sale Cont'd**

**SCHEDULE "A"**  
**4 ACRE PARCEL**  
**PART 1 IN PLAN 33R-19843**

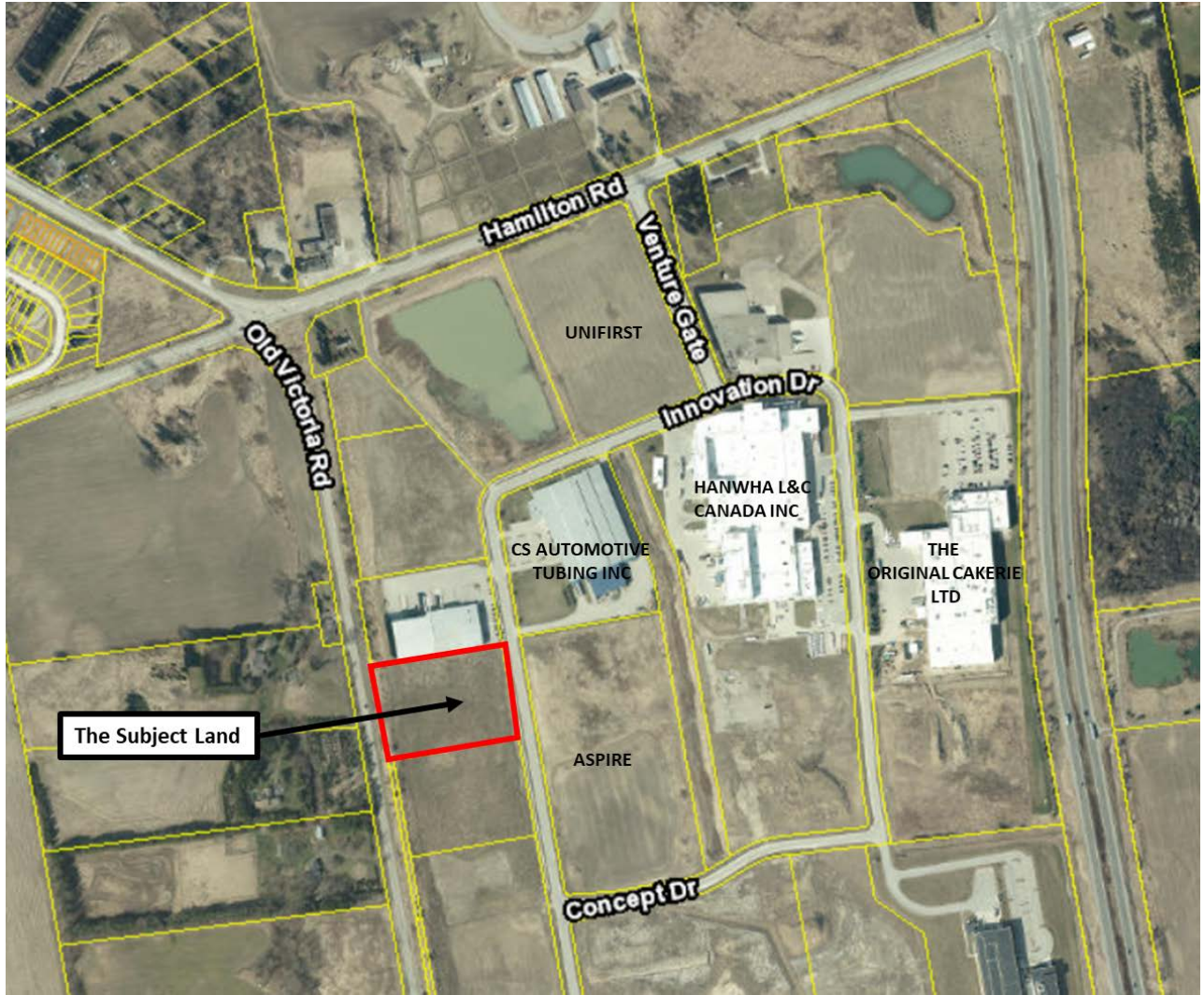


## Appendix B – Agreement of Purchase and Sale Cont'd

### SCHEDULE B

1. **FARM LEASE:** If applicable, the Vendor agrees to terminate any existing farm lease for the property on or before the Closing of this transaction.
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 6<sup>th</sup> 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 business days after the Purchaser's receipt of the Direction re: Funds.
3. **LEGAL FEES:** The Purchaser agrees to reimburse the Vendor's reasonable legal fees associated with the preparation and closing of this transaction which shall be up to a maximum of Two Thousand Dollars (\$2,000.00) CDN (excluding tax).

**Appendix C – Location Map and Aerial**





# Appendix A – Source of Financing Report

Appendix "A"  
Confidential

#21176

November 1, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Property Acquisition, Portion of 2445 Innovation Drive  
Innovation Industrial Park  
(Subledger LD190042)  
Capital Project ID1145 - Future Industrial Land Acquisition  
Synergis Tooling and Machining 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, 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	42,265,259	40,092,610	260,725	1,911,924
City Related Expenses	32,036	32,036	0	0
<b>Total Expenditures</b>	<b>\$42,297,295</b>	<b>\$40,124,646</b>	<b>\$260,725</b>	<b>\$1,911,924</b>

## Sources of Financing

Capital Levy	1,100,000	1,100,000	0	0
Debenture By-law No. W.-1716(f)-146	10,200,000	10,200,000	0	0
Drawdown from Industrial Land Reserve Fund	15,797,295	13,624,646	260,725	1,911,924
Debenture By-law No. W.-1716(f)-146 (Serviced through Industrial Land Reserve Fund)	15,200,000	15,200,000	0	0
<b>Total Financing</b>	<b>\$42,297,295</b>	<b>\$40,124,646</b>	<b>\$260,725</b>	<b>\$1,911,924</b>

## Financial Note:

Purchase Cost	\$252,000
Add: Legal Fees etc.	2,000
Add: Land Transfer Tax	2,255
Add: HST @13%	33,020
Less: HST Rebate	<u>-28,550</u>
Total Purchase Cost	\$260,725



Jason Davies  
Manager of Financial Planning & Policy

lp



## Appendix C – Agreement of Purchase and Sale

### AGREEMENT OF PURCHASE AND SALE

**PURCHASER:** THE CORPORATION OF THE CITY OF LONDON

**VENDOR:** GOLDFIELD LTD.  
GOLDIELD 1 LTD.

**REAL PROPERTY:**

Address Part of 4270 Lismer Lane, London, Ontario

Location South side of Wharncliffe Road South

Measurements Rectangular; approximately 0.41 Acres

Legal Description: **Firstly:** Part of Lot 33, Concession 2; Westminster, designated as Parts 9 and 10 on 33R-20821, being part of PINs 08209-2872 and 08209-2388; **Secondly:** Part of Block 1, 33M-786; London, designated as Parts 11 and 12 on 33R-20821, being part of PIN 08209-2861; as shown on Schedule "A" attached. (the "Property")

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be ONE HUNDRED SEVENTY TWO THOUSAND DOLLARS CDN (\$172,000.00) 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" 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 **November 19<sup>th</sup>, 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 **December 3<sup>rd</sup>, 2021** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **December 17<sup>th</sup>, 2021**. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
8. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing
9. **HST:** If this transaction is subject to Harmonized Sales Tax (HST) then such HST shall be in addition to and not included in the sale price, and HST shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to HST, the Vendor agrees to provide, on or before completion, to the Purchaser's solicitor, a certificate in a form satisfactory to the Purchaser's solicitor certifying that the transaction is not subject to HST.
10. **FUTURE USE:** Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **TITLE:** Provided that the title to the Property is good and free from all 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 \_\_\_\_\_ day of \_\_\_\_\_,

SIGNED, SEALED AND DELIVERED  
In the Presence of

Per: GOLDFIELD LTD. 

Name: MAGED EISSA

Title: PRESIDENT

*We Have the Authority to Bind the Corporation*

Per: GOLDFIELD 1 LTD. 

Name: Maged Eissa

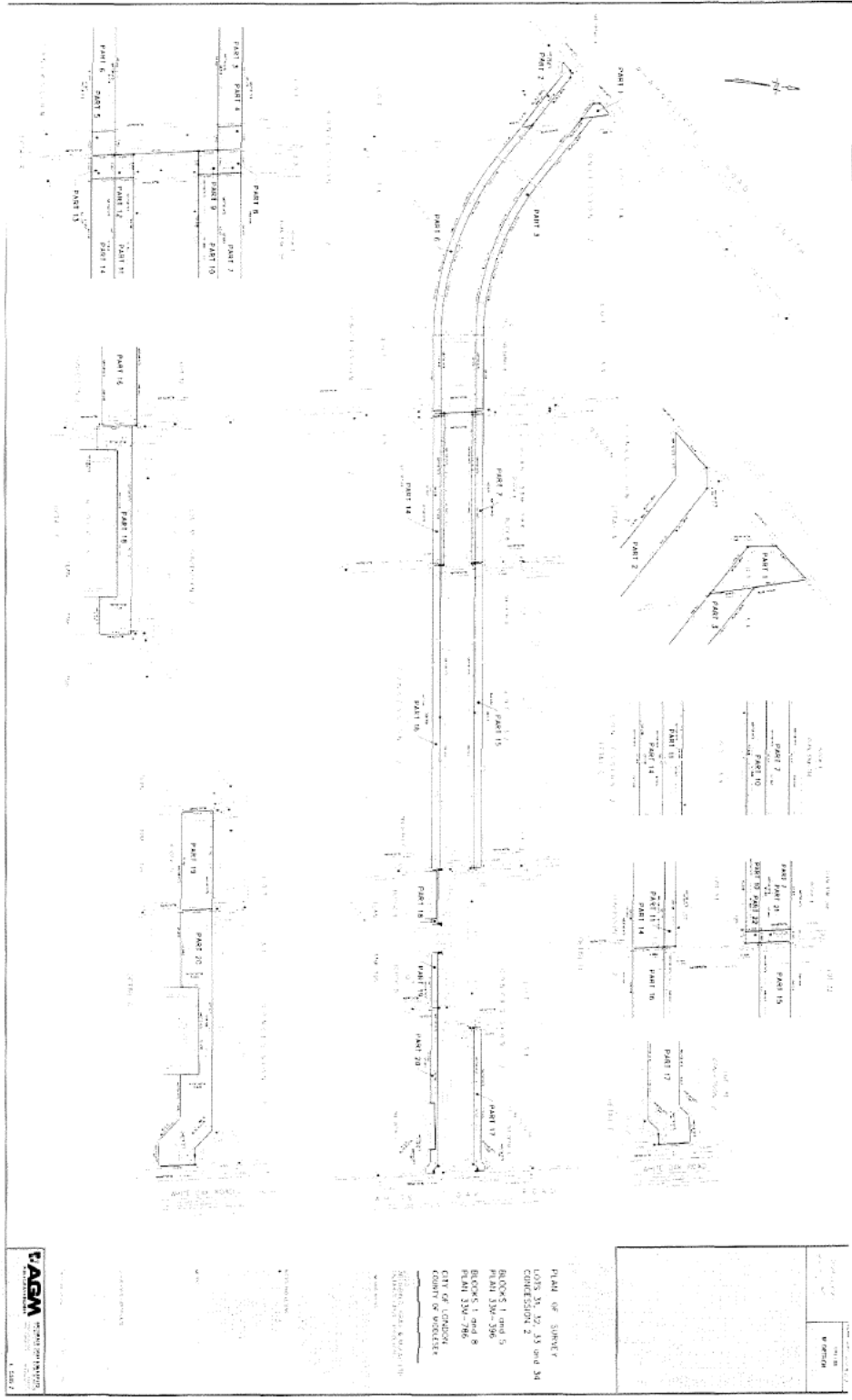
Title: PRESIDENT

*We Have the Authority to Bind the Corporation*

VENDOR'S LAWYER: \_\_\_\_\_

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

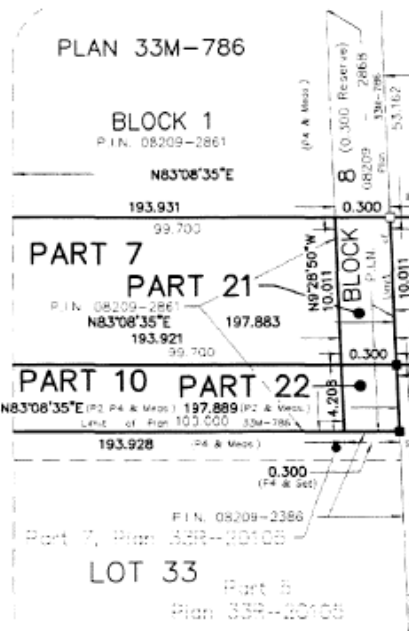
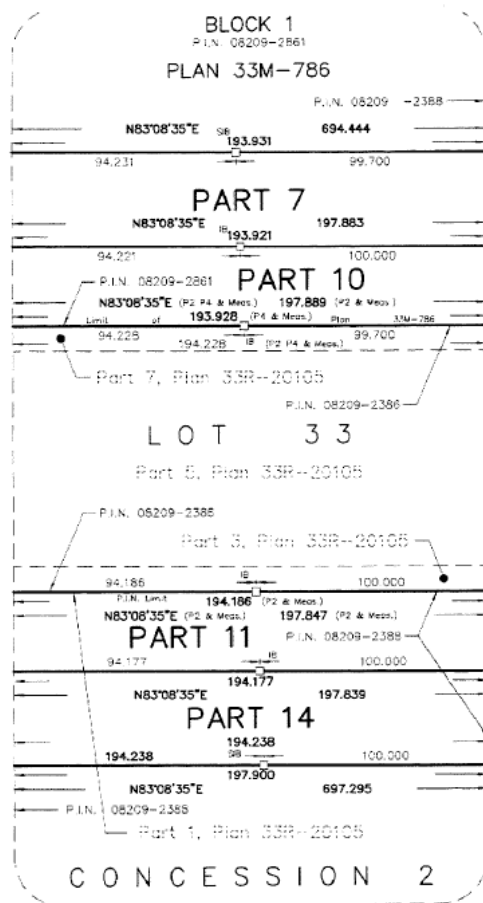
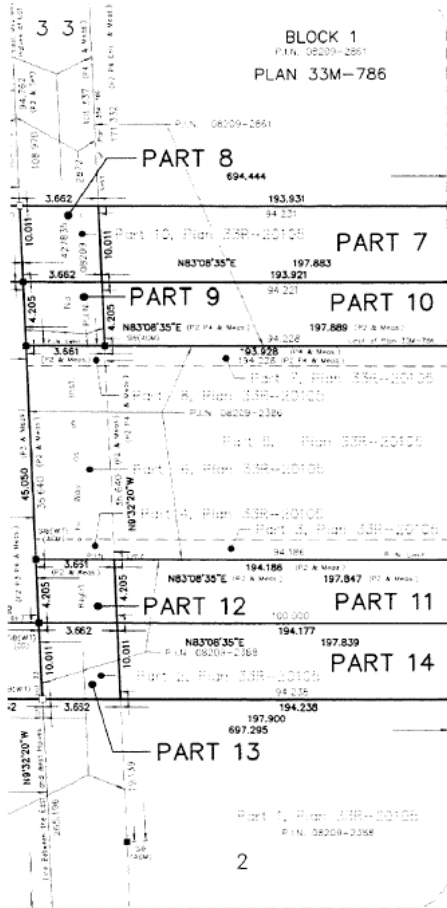
SCHEDULE "A" Description of "The Property"



PLAN OF SUBDIVISION  
 LOTS 24, 25, 26, 27, 28 and 29  
 CONFESSION 2  
 BLOCKS 1 and 5  
 PLAN 234-396  
 BLOCKS 1 and 8  
 PLAN 234-786  
 CITY OF LONDON  
 COUNTY OF WORCESTER  
 REGISTERED UNDER THE  
 REGISTERED PLANNING ACT 1968  
 REGISTERED PLAN NO. 234-396/786

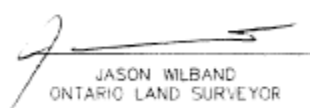
WDA  
 WILSON & DAVIES ARCHITECTS  
 100, BROADWAY, LONDON E.C.4

SCHEDULE "A" Description of "The Property" Continued



Agreement of Purchase and Sale including Temporary Easement and Consent to Enter

SCHEDULE "A" Description of "The Property" Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  DATE <u>SEPT 15, 2020</u>   JASON WILBAND ONTARIO LAND SURVEYOR	<b>PLAN 33R-20821</b>  RECEIVED AND DEPOSITED DATE <u>SEP 17 2020</u>  <b>M. DIETRICH</b>  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	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
15	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39854 Ha. 0.9848 Ac.
16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Corman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
19	Part of Block 5	Plan 33M-396	Part of P.I.N. 08209-2701	Banman Holdings Inc.	0.07178 Ha. 0.1774 Ac.
20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
21	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00030 Ha. 0.0007 Ac.
22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.



**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 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 Vendor will grant to the Purchaser 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**

BETWEEN:

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

and

GOLDFIELD LTD.  
(the "Owner(s)")

**Firstly:** Part of Block 1, 33M-786; London, designated as Part 7 on 33R-20821, being part of PIN 08209-2861; **Secondly:** Part of Lot 33, Concession 2; Westminster, designated as Parts 8, 13 and 14 on 33R-20821, being part of PINs 08209-2872 and 08209-2388; as shown on Schedule "A1". (the "Property")  
Legal Description

Part of 4270 Lismer Lane, London, Ontario  
Municipal Address of Property

Goldfield Ltd., 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 Bradley Avenue Road Extension Project (the "Project").

This Consent shall run from April 1<sup>st</sup>, 2023 until March 31<sup>st</sup>, 2024 for a term of twelve (12) months or until the Project is complete, whichever shall first occur.

The City hereby offers the sum of FORTY THOUSAND DOLLARS CDN (\$40,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1<sup>st</sup>, 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 FORTY THOUSAND DOLLARS CDN (\$40,000.00).

The City agrees:

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

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 at any time after the signing of this Consent until 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 \_\_\_\_\_ day of \_\_\_\_\_,

Per: GOLDFIELD LTD.   
Name: MAGED EISSA  
Title: PRESIDENT

*We Have the Authority to Bind the Corporation*

Per: GOLDFIELD 1 LTD.   
Name: MAGED EISSA  
Title: PRESIDENT

*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.

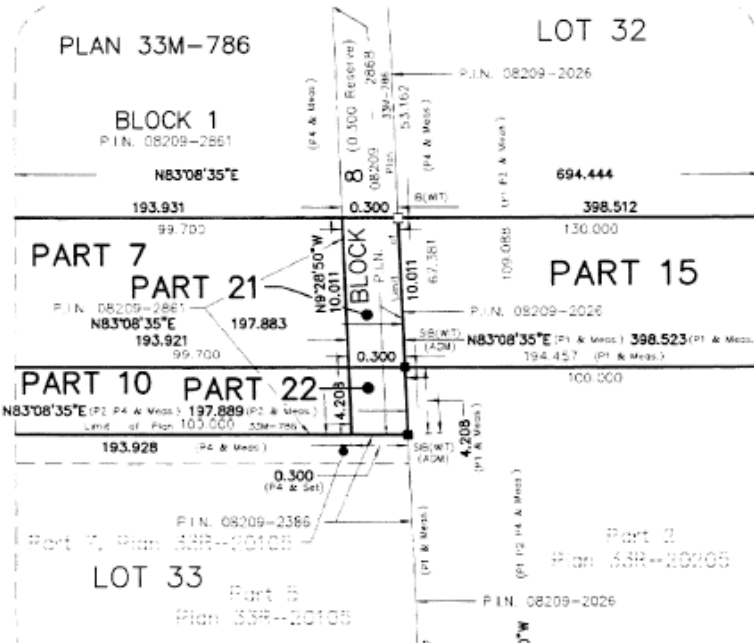
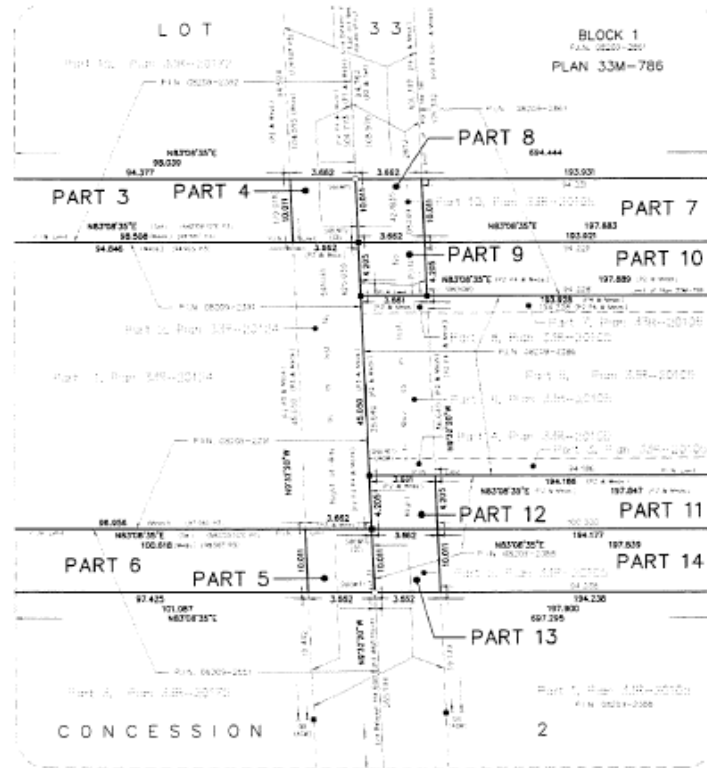
THE CORPORATION OF THE CITY OF LONDON

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

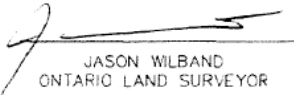
\_\_\_\_\_  
Catharine Saunders, City Clerk



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



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

<p>I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.</p> <p>DATE <u>SEPT 15, 2020</u></p> <p style="text-align: center;"> JASON WILBAND ONTARIO LAND SURVEYOR</p>	<p style="text-align: center; font-size: 1.2em;"><b>PLAN 33R-20821</b></p> <p>RECEIVED AND DEPOSITED DATE <u>SEP 17 2020</u></p> <p style="text-align: center; font-weight: bold; font-size: 1.1em;">M. DIETRICH</p> <p>REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (No. 33)</p>				
PARTS SCHEDULE:					
PART	LOT/BLOCK	CONCESSION /PLAN	P.I.N.	MOST RECENT TRANSFEREE	AREA
1	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.03842 Ha. 0.0949 Ac.
2	Part of Lot 34	Concession 2	Part of P.I.N. 08209-0055	Jean A. and Danielle Arroyas	0.09779 Ha. 0.2416 Ac.
3	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.42251 Ha. 1.0440 Ac.
4	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2392	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
5	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.00366 Ha. 0.0090 Ac.
6	Part of Lots 33 and 34	Concession 2	Part of P.I.N. 08209-2551	Zedcore Inc.	0.40343 Ha. 0.9969 Ac.
7	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.19393 Ha. 0.4792 Ac.
8	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
9	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2872	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
10	Part of Block 1	Plan 33M-786	Part of P.I.N. 08209-2861	Goldfield Ltd.	0.08145 Ha. 0.2013 Ac.
11	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.08137 Ha. 0.2011 Ac.
12	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00154 Ha. 0.0038 Ac.
13	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.00366 Ha. 0.0090 Ac.
14	Part of Lot 33	Concession 2	Part of P.I.N. 08209-2388	Goldfield Ltd.	0.19430 Ha. 0.4801 Ac.
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16	Part of Lot 32	Concession 2	Part of P.I.N. 08209-2026	Mollyann Harriet Lea Johnstone	0.39837 Ha. 0.9844 Ac.
17	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0249	Carman and Alma Cook	0.18971 Ha. 0.4688 Ac.
18	Part of Block 1	Plan 33M-396	Part of P.I.N. 08209-2884	2242907 Ontario Inc.	0.02537 Ha. 0.0627 Ac.
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20	Part of Lot 31	Concession 2	Part of P.I.N. 08209-0104	Cars Canada PHA 3 GPSPE L.L.C.	0.18236 Ha. 0.4506 Ac.
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22	Part of Block 8	Plan 33M-786	Part of P.I.N. 08209-2868	Goldfield Ltd.	0.00013 Ha. 0.0003 Ac.

# Appendix A – Source of Financing Report

## Appendix "A" Confidential

#21177

November 1, 2021  
(Property Acquisition)

Chair and Members  
Corporate Services Committee

RE: Partial Property Acquisition, 4270 Lismer Lane  
Bradley Avenue Extension Project Phase 2  
(Subledger LD210116)  
Capital Project TS1523-2 - Bradley Ave Extension Jalna to Wharnccliffe  
Goldfield Ltd & Goldfield 1 Ltd

### 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 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	795,463	526,760	0	268,703
Land Acquisition	1,770,000	842,693	260,424	666,883
Construction	750	750	0	0
Utilities	644,000	0	0	644,000
City Related Expenses	893	893	0	0
<b>Total Expenditures</b>	<b>\$3,211,106</b>	<b>\$1,371,096</b>	<b>\$260,424</b>	<b>\$1,579,586</b>
<b>Sources of Financing</b>				
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 1)	3,211,106	1,371,096	260,424	1,579,586
<b>Total Financing</b>	<b>\$3,211,106</b>	<b>\$1,371,096</b>	<b>\$260,424</b>	<b>\$1,579,586</b>

### Financial Note:

Purchase Cost	\$172,000
Add: Legal Fees etc.	82,500
Add: Land Transfer Tax	1,445
Add: HST @13%	33,085
Less: HST Rebate	<u>-28,606</u>
Total Purchase Cost	<u>\$260,424</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