



Council Minutes

3rd Meeting of City Council
January 25, 2022, 4:00 PM

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

Also Present: S. Corman, M. Schulthess, K. Van Lammeren

Remote Attendance: L. Livingstone, A. Anderson, A. Barbon, G. Barrett, B. Card, M. Corby, J. Davison, K. Dickins, K. Scherr, G. Kotsifas, V. R, C. Smith, B. Somers, B. Warner, R. Wilcox

The meeting is called to order at 4:00 PM; it being noted that the following members attended remotely: Councillors M. van Holst, M. Salih, J. Helmer, M. Cassidy, M. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier.

1. Disclosures of Pecuniary Interest

That it BE NOTED that Councilor S. Turner disclosed a pecuniary interest in items 4 (4.1) and 5 (4.2) of the 2nd Report of the Strategic Priorities and Policy Committee, having to do with both appointments to the London Public Library Board, by indicating that his wife is an employee of the London Public Library.

2. Recognitions

None.

3. Review of Confidential Matters to be Considered in Public

None.

Motion made by: J. Fyfe-Millar

Seconded by: P. Van Meerbergen

That pursuant to section 6.4 of the Council Procedure By-law, a change in 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. Hamou, J. Morgan, S. Lehman, A. Hopkins, P. Van Meerbergen, S. Turner, E. Pelozo, J. Fyfe-Millar, and S. Hillier

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

4. Council, In Closed Session

Motion made by: A. Hopkins

Seconded by: S. Hillier

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

4.1. Solicitor-Client Privilege / Litigation or Potential Litigation

A matter pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose from the solicitor and officers and employees of the Corporation; the subject matter pertains to litigation or potential litigation with respect to an appeal at the Ontario Land Tribunal (“OLT”), and for the purpose of providing instructions and directions to officers and employees of the Corporation.

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.

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

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

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

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

4.5. Personal Matters/Identifiable Individual / Labour Relations

A personal matter about an identifiable individual, including municipal or local board employees and labour relations; and

4.6. Labour Relations/Employee Negotiations

A matter pertaining to labour relations and employee negotiations.

Motion Passed

The Council convenes in closed session at 5:31 PM with all Members participating.

The Council resumes into public session at 5:55 PM with all Members participating.

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

That the Minutes of the 2nd Meeting held on December 21, 2021, BE APPROVED.

6. Communications and Petitions

Motion made by: P. Van Meerbergen

Seconded by: E. Peloza

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

6.3. Amendments to Members of Council Proof of COVID-19 Vaccination Policy - Refer to Item 12 (4.3) of the 2nd Report of the Corporate Services Committee, including communications.

6.4. Investing in Canada Infrastructure Program: Public Transit Stream Intake 3 - Refer to Item 10 (4.1) of the 2nd Report of the Civic Works Committee, including communications.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

6.1 Expropriation of Lands - Southdale Road West and Wickerson Road Improvements Project (As the "Approving Authority")

Motion made by: S. Hillier

Seconded by: A. Hopkins

That Council convene as the Approving Authority pursuant to the provisions of the *Expropriations Act*, R.S.O. 1990, c.E.26, as amended, for the purpose of considering Communication No. 1 from the Deputy City Manager, Environmental and Infrastructure, with respect to the expropriation of the lands as may be required for the Project known as the Southdale Road West and Wickerson Road Improvements Project.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Motion made by: P. Van Meerbergen

Seconded by: M. Hamou

That, on the recommendation of the Deputy City Manager, Environmental and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director of Realty Services, the following actions be taken with respect to the expropriation of land as may be required for the project known as the Southdale Road West and Wickerson Road improvements project:

a) the Council of The Corporation of the City of London as Approving Authority pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, as amended, HEREBY APPROVES the proposed expropriation of land, as described in Schedule "A", as appended to the staff report dated January 25, 2022, in the City of London, County of Middlesex, it being noted that the reasons for making this decision are as follows:

i) the subject lands are required by The Corporation of the City of London for the Southdale Road West and Wickerson Road improvements project;

ii) the design of the project will address the current and future transportation demands along the corridor;

iii) the design is in accordance with the Municipal Class Environmental Assessment Study Recommendations for the Southdale Road West and

Wickerson Road improvements project approved by Strategic Priorities and Policy Committee at the meeting held on February 20, 2019; and,

b) subject to the approval of a) above, a certificate of approval BE ISSUED by the City Clerk on behalf of the Approving Authority in the prescribed form.

It being noted that no requests for Hearings of Necessity were received.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Motion made by: A. Hopkins

Seconded by: S. Lehman

That the meeting of the Approving Authority BE ADJOURNED and that the Municipal Council reconvene in regular session.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

6.2 Expropriation of Lands - Southdale Road West and Wickerson Road Improvements Project (As the "Expropriating Authority")

Motion made by: J. Fyfe-Millar

Seconded by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Environmental and Infrastructure, with the concurrence of the Director, Transportation and Mobility, on the advice of the Director, Realty Services, the following actions be taken with respect to the expropriation of land as may be required for the project known as Southdale Road West and Wickerson Road Improvements Project:

a) the proposed by-law as appended to the staff report dated January 25, 2022 as Appendix "A" being "A by-law to expropriate lands in the City of London, in the County of Middlesex, Southdale Road West and Wickerson Road Improvements Project BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022;

b) the Civic Administration BE DIRECTED to take all necessary steps to prepare a plan or plans showing the Expropriated Lands and to register such plan or plans in the appropriate registry or land titles office, pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26, within three (3) months of the Approving Authority granting approval of the said expropriation;

c) the Mayor and City Clerk BE AUTHORIZED to sign on behalf of the Expropriating Authority, the plan or plans as signed by an Ontario Land Surveyor showing the Expropriated Land; and.

d) the City Clerk BE AUTHORIZED AND DIRECTED to execute and serve the notices of expropriation required by the *Expropriations Act*, R.S.O. 1990, c. E.26 and such notices of possession that may be required to obtain possession of the Expropriated Lands.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

8. Reports

8.1 2nd Report of the Planning and Environment Committee

Motion made by: A. Hopkins

That the 2nd Report of the Planning and Environment Committee BE APPROVED, excluding Item 14 (4.1).

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

1. (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) 1761 Wonderland Road North (H-9407) (Relates to Bill No. 78)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Economic Development, based on the application by 1830145 Ontario Limited (York Developments), relating to the property located at 1761 Wonderland Road North, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Holding Neighbourhood Shopping Area NSA3 and NSA5 Special Provisions Bonus (h-17*h-103*NSA5(3)/NSA3*B-71) Zone TO a Neighbourhood Shopping Area NSA3 and NSA5 Special Provisions Bonus (NSA5(3)/NSA3*B-71) Zone. (2022-D09)

Motion Passed

3. (2.2) 1150 Fanshawe Park Road East (H-9393) (Relates to Bill No. 79)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Stackhouse Developments (London) Inc., relating to the property located at 1150 Fanshawe Park Road East, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Restricted Office/Convenience Commercial/Residential R8 Special Provision (h-5/h-18/RO2/CC5(1)/R8-4(60)/B-70) Zone TO a Restricted Office/Convenience Commercial/Residential R8 Special Provision RO2/CC5(1)/R8-4(60)/B-70) Zone to remove the h-5 and h-18 holding provisions. (2022-D09)

Motion Passed

4. (2.3) 3924 Colonel Talbot Road (H-9366) (Relates to Bill No. 80)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Ironstone, relating to the property located at 3924 Colonel Talbot Road, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Holding Residential R1/Residential R1 Special Provision/ Residential R4 Special Provision/Residential R6 (h*R1-3(7)) and (h*R1-3/R4-6(16)/R6-5) Zone TO a Residential R1/Residential R1 Special Provision/ Residential R4 Special Provision/Residential R6 (R1-3(7)) and (R1-3/R4-6(16)/R6-5) Zone to remove the "h" holding provision. (2022-D09)

Motion Passed

5. (2.4) 660 Sunningdale Road East (39T-17502)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, the following actions be taken with respect to entering into a Subdivision Agreement between The Corporation of the City of London and Peter Sergautis, for the subdivision of land over Concession 6 S, Part Lot 13, situated on the north side of Sunningdale Road, west of Adelaide Street North, municipally known as 660 Sunningdale Road East:

- a) the Special Provisions, to be contained in a Subdivision Agreement between The Corporation of the City of London and Extra Realty Limited, for the Applewood Subdivision, Phase 3 (39T-09501) appended to the staff report dated January 10, 2022 as Appendix "A", BE APPROVED;
- b) the Applicant BE ADVISED that Development Finance has summarized the claims and revenues appended to the staff report dated January 10, 2022 as Appendix "B"; and,
- c) the Mayor and the City Clerk BE AUTHORIZED to execute this Agreement, any amending agreements and all documents required to fulfill its conditions. (2022-D12)

Motion Passed

6. (2.5) 1738, 1742, 1752 and 1754 Hamilton Road (39T-17502)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by Thames Village Joint Venture Corp., relating to the lands located at 1738, 1742, 1752 and 1754 Hamilton Road, the Approval Authority BE ADVISED that the Municipal Council supports issuing a three (3) year extension to Draft Plan Approval for the residential plan of subdivision SUBJECT TO the previously imposed conditions contained in Appendix "A" (File No. 39T-17502) appended to the staff report dated January 10, 2022. (2022-D12)

Motion Passed

7. (2.6) Strategic Plan Variance Report

Motion made by: A. Hopkins

That, on the recommendation of the Deputy City Manager, Planning and Economic Development, the staff report dated January 10, 2022, entitled "Strategic Plan Variance Report" BE RECEIVED for information. (2022-C08)

Motion Passed

8. (2.7) Building Division Monthly Report - November 2021

Motion made by: A. Hopkins

That the Building Division Monthly Report for November, 2021 BE RECEIVED for information. (2022-A23)

Motion Passed

9. (3.1) 1389 Commissioners Road East (Z-9446) (Relates to Bill No. 81)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the City-initiated zoning by-law amendment relating to lands located within the Summerside Subdivision – Phase 17, known municipally as 1389 Commissioners Road East, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix 'A' BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject lands FROM a Residential R1 (R1-3) Zone TO a Residential R1 (R1-2) 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 zoning by-law amendment is consistent with the Provincial Policy Statement;

- the recommended zoning conforms to the in-force policies of The London Plan, including but not limited to the Neighbourhoods Place Type, Our Strategy, City Building and Design, Our Tools, and all other applicable London Plan policies;
- the recommended zoning conforms to the policies of the (1989) Official Plan, including but not limited to the Low Density Residential designation; and,
- the zoning will permit single detached dwellings which are considered appropriate and compatible with existing and future land uses in the surrounding area, and consistent with the planned vision of the Neighbourhoods Place Type. (2022-D09)

Motion Passed

10. (3.2) 150 King Edward Avenue (Z-9398) (Relates to Bill No. 82)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by 1767289 Ontario Inc., relating to the property located at 150 King Edward Avenue, the proposed by-law appended to the staff report dated January 10, 2022 as Appendix “A” BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022, to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Neighbourhood Shopping Area (NSA1) Zone TO a Neighbourhood Shopping Area Special Provision (NSA3(_)) Zone and a Residential R6 Special Provision (R6-5(_)) Zone;

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

- i) orient the ground floor active uses, including commercial units and primary entrances to residential units, towards the King Edward Avenue frontage;
- ii) ensure the public entrance(s) of commercial unit(s) are easily distinguished from residential entrances. Consider locating commercial signages above the commercial units to provide distinction between type(s) of entrance and consider incorporating weather protection (e.g., canopies) above entrances;
- iii) provide direct walkway access from ground floor units (Commercial and Residential) to the public sidewalk along King Edward Avenue frontage;
- iv) ensure that the design of any fourplex end units with elevations flanking the public street are oriented to the street by providing enhanced architectural details, such as wrap-around porches, entrances and a similar number of windows, materials, and articulation as is found on the front elevation; and,
- v) provide safe, convenient, and direct pedestrian connections throughout the site between unit entrances, amenity spaces, parking areas and the city sidewalk;

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 and Shopping Area Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Neighbourhood Commercial Node designation; and,
- the recommended amendment facilitates the redevelopment of an underutilized parcel of land within the Built-Area Boundary and the Primary Transit Area with an appropriate form of infill development. (2022-D09)

Motion Passed

11. (3.3) 100 Kellogg Lane (Z-9408) (Relates to Bill No. 83)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning and Development, based on the application by E. & E. McLaughlin Ltd., relating to the property located at 100 Kellogg Lane, the proposed ~~attached~~, revised, proposed by-law (Appendix "A") BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend Zoning By-law No. Z.-1, (in conformity with the Official Plan), to change the zoning of the subject property FROM a Business District Commercial Special Provision (BDC1/BDC2(12)) Zone TO a revised Business District Commercial Special Provision (BDC1/BDC2(12)) 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;
- the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to the Key Directions and the Rapid Transit Corridor Place Type;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan, including but not limited to the Main Street Commercial Corridor designation; and,
- the recommended amendment provides for further compatible adaptive reuse of a large industrial site located within a community in transition, comprised of legacy industrial uses and existing residential and commercial uses. (2022-D09)

Motion Passed

12. (3.4) 1140 Sunningdale Road East (Z-9405) (Relates to Bill No. 84)

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 2839069 Ontario Inc. c/o Royal Premier Homes, relating to the property located at 1140 Sunningdale Road East:

a) the proposed by-law appended to the staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 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 Convenience Commercial Special Provision (CC(14)) Zone, TO a compound Convenience Commercial Special Provision/Residential R8 Special Provision Bonus (CC4(_)/R8-4(_)**•**H16**•**B(_)) Zone;

the Bonus Zone shall be implemented through one or more agreements to facilitate the development of a mixed-use apartment building, with a maximum density of 100 units per hectare, in general conformity with the Site Plan, Elevations and Renderings ~~attached~~ as Schedule "1" to the amending by-law, and provides for the following:

- 1) Exceptional Site and Building Design
 - i) a building placement that is street-oriented and which reinforces the existing window-street context along Sunningdale Road East to provide for continuity of the built street-wall;
 - ii) the provision of a pedestrian walkway across the front of the subject lands that functions as a continuation of the city sidewalk located west of the subject lands on the north side of Pleasantview Drive, and connecting to the city sidewalk located east of the subject lands on the north side of Sunningdale Road East;
 - iii) the provision of yard depths along all edges of the proposed development to accommodate a landscaped buffer able to support tree growth and screen the proposed development from adjacent residential uses;
 - iv) the provision of enhanced landscaping along Sunningdale Road East to screen any surface parking areas located in the front yard from the city-owned boulevard;
 - v) a well pronounced, street-oriented principal building entrance for residential uses;
 - vi) a well pronounced, street-oriented unit entrance for commercial uses with large expanses of clear glazing, a wrap around canopy and signage;
 - vii) individual ground-floor residential unit access and private individual courtyards on the street-facing (south) elevation;
 - viii) inset balconies to screen views from the proposed development to the existing single detached dwellings to the west;and,
 - ix) a high-level of articulation and architectural detailing on the street-facing front facade for visual interest;
- 2) A minimum of 80% of the required parking spaces provided underground
- 3) A minimum of 5% of the required parking spaces fitted with electric vehicle charging stations
- 4) Provision of Affordable Housing
 - i) a total of two (2) 1-bedroom units will be provided for affordable housing;
 - ii) rents not exceeding 80% of the Average Market Rent for the London Census Metropolitan Area as determined by the Canadian Mortgage and Housing Corporation at the time of building occupancy;
 - iii) the duration of affordability set at 50 years from the point of initial occupancy; and,
 - iv) the proponent is to enter into a Tenant Placement Agreement

with the Corporation of the City of London to align the affordable units with priority populations;

it being noted that the following site plan matter(s) was (were) raised during the application review process to be addressed through the Site Plan Approval process:

- i) the noise recommendations and warning clauses contained in the Environmental Noise Assessment Report – 1140 Sunningdale Road East prepared by Strik Baldinelli Moniz Ltd. dated May 2021 assessing predicted noise levels resulting from road traffic volumes (Sunningdale Road East) on the proposed development be considered by the Site Plan Approval Authority for inclusion in any Site Plan and Development Agreement;
- b) pursuant to Section 34(17) of the Planning Act, R.S.O. 1990, c.P. 13, as determined by the Municipal Council, no further notice BE GIVEN in respect of the proposed by-law as the recommended zoning implements the site concept submitted with the application;

it being pointed out that 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, as it will contribute to the mix of residential types and housing options (including affordable housing) available to address diverse housing needs; is a compact form of development that will use land, infrastructure, and public service facilities efficiently; and provides for infill and residential intensification at an appropriate location identified and supported by municipal policy directions;
- the recommended amendment conforms to the in-force policies of The London Plan that contemplate low-rise apartment buildings as a primary permitted use on lands identified as Neighbourhoods and located on major streets. The proposed convenience commercial use will be scaled appropriately for the in-force policies that aim to achieve an appropriate range of commercial uses, including retail, service, and office uses, within the Neighbourhoods Place Type. The proposed development will provide for residential intensification in a form that can minimize and mitigate the impacts of the development on adjacent properties thereby being sensitive, compatible and a good fit with its context;
- the recommended amendment conforms to the in-force policies of the 1989 Official Plan that contemplates low-rise apartment buildings as primary permitted uses and convenience commercial uses as secondary permitted uses on lands identified as Multi-Family, Medium Density Residential on major streets. Convenience commercial uses are contemplated as stand-alone uses or on the ground floor of apartment buildings. The proposed development will provide for convenience commercial uses that are appropriately sized and neighbourhood-oriented serving the needs of the surrounding residents;
- the proposed development is eligible for bonus zoning under the bonus zoning criteria in the 1989 Official Plan and will secure public benefit and site and building design elements that are commensurate to the additional building density;
- the use of bonus zoning will secure two (2) affordable housing units within the proposed development in support of Municipal Council's commitment to the Housing Stability Action Plan, Strategic Area of Focus 2: Create More Housing Stock to meet current and future needs for affordable housing; and,

- the use of bonus zoning will secure electric vehicle charging stations for residents in support Municipal Council's commitment to minimizing and mitigating climate change. (2022-D09)

Motion Passed

13. (3.5) 257-263 Springbank Drive (O-9354/Z-9355) (Relates to Bill No.'s 71 and 85)

Motion made by: A. Hopkins

That, on the recommendation of the Director, Planning & Development, the following actions be taken with respect to the application by Anast Holdings Inc., relating to the property located at 257-263 Springbank Drive:

a) the proposed by-law appended to the revised staff report dated January 10, 2022 as Appendix "A" BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to amend the Official Plan (1989) to ADD a policy to Section 10.1.3 – "Policies for Specific Areas" to permit a residential apartment building with a maximum building height of 5-storeys - 20 metres (northerly half)/6-storeys - 23 metres (southerly half) and with a maximum density of 137 units per hectare within the Auto-Oriented Commercial Corridor designation to align the 1989 Official Plan policies with the Neighbourhood Place Type policies of The London Plan; and,

b) the ~~attached~~, revised, proposed by-law (Appendix "B") BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 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 Arterial Commercial Special Provision (AC2(2)) Zone TO a Holding Residential R9 Special Provision (h-5*R9-7()) Zone;

it being noted that the h-5 holding provision being included in this recommendation is for a public site plan meeting to include the following issues raised at the public participation meeting, but not limited to fencing, tree preservation, garbage storage and garbage collection and snow removal and snow loading;

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

- i) board on board fencing along the west, and north property boundaries that not only exceed the standards of the Site Plan Control By-law but also has screening/privacy qualities;
- ii) ensure the tree preservation report has been updated, consent has been granted from Forestry Operations to remove any boulevard trees and vegetation, and a risk assessment of trees prior to construction and anticipated with construction is conducted;

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-laws as the recommendation implements the same number of proposed units of 38 for which public notification has been given;

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 (PPS), 2020, which encourages the regeneration of settlement areas and land use patterns within settlement areas that provide for a range of uses and opportunities for intensification and redevelopment. The PPS directs municipalities to permit all forms of housing required to meet the needs of all residents, present and future;
 - the recommended amendment conforms to the in-force policies of The London Plan, including but not limited to, the Urban Corridor Place Type policies. It also conforms with the in-force policies but not limited to the Key Directions, and City Design policies;
 - the recommended amendment meets the criteria for Specific Area Policies and will align the 1989 Official Plan with The London Plan;
 - the recommended amendment facilitates the development of a site within the Built-Area Boundary and the Primary Transit Area with an appropriate form of development; and,
 - the subject lands represent an appropriate location for intensification in the form of an apartment building, at an intensity that is appropriate for the site and surrounding neighbourhood.
- (2022-D09)

Motion Passed

15. (4.2) 1st Report of the Trees and Forests Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 1st Report of the Trees and Forests Advisory Committee, from its meeting held on December 22, 2021:

a) the following actions be taken with respect to the Green Roofs Update:

- i) the Civic Administration BE REQUESTED to include a discussion paper, as a part of the ReThink Zoning process, that is dedicated to the issues of environmental sustainability and climate change; and,
- ii) the Civic Administration BE REQUESTED to provide a clear definition of Green Roofs for the ReThink Zoning process;

it being noted that G. Barrett, Director, Planning and Development, provided a verbal update with respect to this matter;

it being further noted that the Civic Administration will engage with the Trees and Forests Advisory Committee as part of the consultation process for ReThink Zoning;

b) the amended document appended to the 1st Report of the Trees and Forests Advisory Committee, with respect to the Trees and Forests Advisory Committee (TFAC) Draft Comments Regarding the Tree Planting Strategy Update, BE REFERRED to Civic Administration for their consideration;

it being noted that A. Valastro will submit an additional recommendation, with respect to this matter, at the next TFAC meeting; and,

c) clauses 1.1, 2.1 and 2.2, inclusive, BE RECEIVED for information.

Motion Passed

14. (4.1) 1st Report of the Environmental and Ecological Planning Advisory Committee

Motion made by: A. Hopkins

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the proposed "London's Bird-Friendly Skies" brochure BE AMENDED to include images of bird friendly residential windows and an explanation of why the markers are important; it being noted that the Environmental and Ecological Advisory Committee held a general discussion with respect to this matter; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

Amendment:

Motion made by: A. Hopkins

Seconded by: E. Pelosa

That part b) of clause 4.1, pertaining to the 1st Report of the Environmental and Ecological Planning Advisory Committee, BE AMENDED to read as follows:

"b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important;"

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

Nays: (1): S. Hillier

Absent: (1): M. Cassidy

Motion Passed (13 to 1)

Motion made by: S. Lewis

Seconded by: E. Pelosa

That Item 14(4.1) BE APPROVED, as amended:

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021, as amended as follows:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

Clause 4.1, as amended, reads as follows:

That, the following actions be taken with respect to the 1st Report of the Environmental and Ecological Planning Advisory Committee, from its meeting held on December 16, 2021, as amended as follows:

- a) the Working Group report relating to the property located at 952 Southdale Road West BE FORWARDED to the Civic Administration for consideration;
- b) the Civic Administration BE REQUESTED to consider the inclusion of images of bird-friendly residential windows along with an explanation of why the markers are important; and,
- c) clauses 1.1, 2.1 to 2.4, inclusive, and 4.1 BE RECEIVED for information.

8.2 2nd Report of the Community and Protective Services Committee

Motion made by: J. Helmer

That the following clauses of the 2nd Report of the Community and Protective Services Committee BE APPROVED: Items 1 through 5, inclusive.

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

Absent: (1): M. Cassidy

Motion Passed (14 to 0)

1. (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) Strategic Plan Variance Report

Motion made by: J. Helmer

That, on the recommendation of the Deputy City Manager, Neighbourhood and Community-Wide Services and the City Manager, the staff report, dated January 11, 2022, with respect to the Strategic Plan Progress Variance Report, BE RECEIVED. (2021-C08)

Motion Passed

3. (4.1) 1st Report of the London Housing Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the London Housing Advisory Committee, from its meeting held on December 8, 2021:

- a) the following actions be taken with respect to the staff report dated November 23, 2021, related to the Proposed Implementation of the “Roadmap to 3,000 Affordable Units” (Roadmap) Action Plan:
 - i) the Civic Administration BE REQUESTED to attend a future meeting of the London Housing Advisory Committee to provide an update on the status of the implementation of the plan; and,
 - ii) the above-noted report BE RECEIVED; and,
- b) clauses 1.1, 2.1, 3.1, 3.2, 4.2 and 4.3 BE RECEIVED.

Motion Passed

4. (4.2) 1st Report of the Animal Welfare Advisory Committee

Motion made by: J. Helmer

That the following actions be taken with respect to the 1st Report of the Animal Welfare Advisory Committee, from its meeting held on December 9, 2021:

- a) the following actions be taken with respect to the Budget Request - Coyote Signage:
 - i) the Civic Administration BE REQUESTED to issue a Public Service Announcement with respect to the placement of the updated coyote signs in City parks; and,
 - ii) the Civic Administration BE REQUESTED to issue a Public Service Announcement during the spring and fall seasons as part of an awareness campaign to inform residents of the seasonal milestones for canids;
- b) the Civic Administration BE REQUESTED to undertake an awareness campaign following the installation of the recycling receptacles for the Clear Your Gear program; it being noted that the Animal Welfare Advisory Committee will continue to engage with Civic Administration with respect to the placement of the recycling receptacles;
- c) the Civic Administration BE ADVISED that the Animal Welfare Advisory Committee (AWAC) will compile and provide information with respect to pet safety tips for inclusion on the Fireworks By-law brochure;

it being further noted that AWAC will continue to conduct research on the effects of fireworks on wildlife and pets in order to provide a formal recommendation to Council with respect to potential changes to the Fireworks By-law; and,

- d) clauses 1.1, 3.1, 4.1 and 5.4 BE RECEIVED.

Motion Passed

5. (5.1) Deferred Matters List

Motion made by: J. Helmer

That the Deferred Matters List for the Community and Protective Services Committee, as at December 15, 2021, BE RECEIVED.

Motion Passed

8.3 2nd Report of the Corporate Services Committee

Motion made by: S. Lewis

That the following clauses of the 2nd Report of the Corporate Services Committee BE APPROVED: Items 1 through 13, inclusive, except Item 12(4.3).

Yeas: (14): Mayor E. Holder, M. van Holst, S. Lewis, M. Salih, J. Helmer, M. Hamou, 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 (14 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: S. Lewis

That it BE NOTED that no pecuniary interests were disclosed.

Motion Passed

2. (2.1) Report of the Federation of Canadian Municipalities Board of Directors -Hybrid Meeting - November 24-25, 2021

Motion made by: S. Lewis

That the communication from Councillor J. Morgan regarding the Federation of Canadian Municipalities (FCM) Board of Directors update on board activities from the virtual meeting held on November 24-25, 2021 BE RECEIVED for information.

Motion Passed

3. (2.2) Argyle Business Improvement Area 2022 Proposed Budget – Municipal Special Levy (Relates to Bill No. 66)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Argyle Business Improvement Area:

a) the Argyle Business Improvement Area proposed 2022 budget submission in the amount of \$283,000 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Argyle

Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$215,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law A.-6873-292 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Argyle Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

4. (2.3) Hamilton Road Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 67)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hamilton Road Business Improvement Area:

a) the Hamilton Road Business Improvement Area proposed 2022 budget submission in the amount of \$121,414 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Hamilton Road Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$70,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law C.P.-1528-486 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Hamilton Road Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

5. (2.4) Hyde Park Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 68)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Hyde Park Business Improvement Area:

a) the Hyde Park Business Improvement Area proposed 2022 budget submission in the amount of \$553,810 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Hyde Park

Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$484,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1519-490 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the Hyde Park Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

6. (2.5) London Downtown Business Association 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 69)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the London Downtown Business Association:

a) the London Downtown Business Association proposed 2022 budget submission in the amount of \$1,845,838 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by the Corporation of the City of London for the 2022 fiscal year for the purposes of the London Downtown Business Association and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$1,905,238;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-2 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule “C” with respect to Municipal Special Levy for the London Downtown Business Association BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

7. (2.6) Old East Village Business Improvement Area 2022 Proposed Budget –Municipal Special Levy (Relates to Bill No. 70)

Motion made by: S. Lewis

That, on the recommendation of the Deputy City Manager, Finance Supports, the following actions be taken with respect to the Old East Village Business Improvement Area:

a) the Old East Village Business Improvement Area proposed 2022 budget submission in the amount of \$240,350 BE APPROVED as outlined in Schedule “A” of the staff report;

b) the amount to be raised by The Corporation of the City of London for the 2022 fiscal year for the purposes of the Old East Village Business Improvement Area and pursuant to subsection 208(1) of the *Municipal Act, 2001* BE FIXED at \$42,000;

c) a special charge BE ESTABLISHED for the amount referred to in part b), above, by a levy in accordance with By-law CP-1 as amended; it being noted that the special charge shall have priority lien status and shall be added to the tax roll pursuant to subsection 208(7) of the *Municipal Act, 2001*; and

d) the proposed by-law as appended to the staff report dated January 10, 2022 as Schedule "C" with respect to Municipal Special Levy for the Old East Village Business Improvement Area BE INTRODUCED at the Municipal Council meeting on January 25, 2022.

Motion Passed

8. (2.7) Strategic Plan Variance Report

Motion made by: S. Lewis

That, on the recommendation of the City Manager, the staff report dated January 10, 2022 regarding the Strategic Plan Progress Variance BE RECEIVED for information.

Motion Passed

9. (2.8) Election Sign By-law Update

That, on the recommendation of the City Clerk, the proposed by-law as appended to the staff report dated January 10, 2022 as Appendix 'C' BE INTRODUCED at the Municipal Council meeting to be held on January 25, 2022 to repeal By-law No. E-185-537, being the "Election Sign By-law" and to replace it with a new Election Sign By-law.

Motion made by: S. Lewis

That the draft by-law BE REFERRED back to the Civic Administration in order to consider the following changes to the draft by-law:

a) maintaining the setback distance at the current at 3 metres (section 4.5 b);

b) maintaining the current removal period at 96 hrs (section 3.4);

c) incorporate clarification around signage of a campaign office, that allows signs on the property without being physically attached to the building;

d) maintaining the current height restriction of 1.8m in the 5-8m of the roadway regulation (section 4.6 a);

e) amend the distance between election signs of the same candidate to 100 metres (section 4.5 i); and,

f) change the Election Sign permission to be placed no earlier than 1 week prior to nomination day for nominated candidates;

it being noted that there will be a report back to the Corporate Services Committee with respect to the above-noted proposed changes, as well as information related to impacts of any proposed changes.

Motion Passed

10. (4.1) 1st Report of the County/City Liaison Committee

Motion made by: S. Lewis

That the following actions be taken with respect to 1st Report of the County/City Liaison Committee from its meeting held on December 16, 2021:

a) the following actions be taken with respect to Land Ambulance Dispatch:

i) the Council of the County of Middlesex and the Council of the City of London BE REQUESTED to send letters to Minister Christine Elliott in support of the following Land Ambulance Dispatch Project Pilot program as proposed by Middlesex County, substantially in the following form:

“The Council of the [County of Middlesex / City of London] supports Middlesex County’s proposal from 2019 to the Ministry, to assume responsibility for dispatching and managing deployment of ambulance resources within the County of Middlesex, City of London, County of Huron and surrounding area.

We support the notion that Middlesex County would provide the services better, faster and more safely than the status quo. Further benefits from adopting Middlesex’s proposal include:

- upgrade of technology to allow for better communications and tracking of ambulances;
- demonstration of innovation and providing the Province with an opportunity to assess new dispatch models; and
- addressing numerous local concerns regarding the quality of ambulance dispatch.

The [County of Middlesex / City of London] stands to benefit from the innovation and leadership demonstrated through this proposal.”

ii) the verbal update provided by B. Rayburn and ~~attached~~ presentation from N. Roberts with respect to the Middlesex London Paramedic Services dispatch business case, Middlesex London Paramedic Service Communication Centre Pilot, BE RECEIVED; and

b) clauses 1.1 and 4.4 BE RECEIVED.

Motion Passed

11. (4.2) Application – Issuance of Proclamation - Black History Month

Motion made by: S. Lewis

That based on the application dated December 20, 2021 from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, the month of February 2022 BE PROCLAIMED as Black History Month.

Motion Passed

13. (5.1) Application - Issuance of Proclamation - National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia

Motion made by: S. Lewis

That based on the application from Community Diversity and Inclusion Strategy (CDIS) Implementation Body, January 29, 2022 BE PROCLAIMED as National Day of Remembrance of the Quebec City Mosque Attack and Action Against Islamophobia.

Motion Passed

12. (4.3) Amendments to Members of Council Proof of COVID-19 Vaccination Policy (Relates to Bill No. 72)

Motion made by: S. Lewis

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

a) on the recommendation of the City Clerk, the proposed by-law, as appended to the staff report dated January 10, 2022 to amend the "Members of Council Proof of COVID-19 Vaccination Policy", BE INTRODUCED at the Municipal Council Meeting to be held on January 25, 2022; and,

b) that NO ACTION be taken with respect to the communications dated December 23, 2021 and January 6, 2022 from Councillor M. van Holst.

it being noted that the communications referred from Stage 6 from Councillor van Holst and G. Harper were received.

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

Nays: (1): M. van Holst

Absent: (1): M. Cassidy

Motion Passed (13 to 1)

8.4 2nd Report of the Civic Works Committee

At 4:43 PM, Councillor M. Cassidy enters the meeting.

Motion made by: E. Pelozo

That the following clauses of the 2nd Report of the Civic Works Committee BE APPROVED: Items 1 through 11, inclusive, excluding Item 10(4.1).

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

Motion Passed (15 to 0)

1. (1) Disclosures of Pecuniary Interest

Motion made by: E. Pelozo

That it BE NOTED that there were no pecuniary interests disclosed.

Motion Passed

2. (2.1) 1st Report of the Cycling Advisory Committee

Motion made by: E. Pelosa

That the 1st Report of the Cycling Advisory Committee, from its meeting held on December 15, 2021, BE RECEIVED.

Motion Passed

3. (2.2) Award of Engineering Services to Complete Environmental Protection Act and Other Approvals for the Proposed Expansion of W12A Landfill

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 January 11, 2022, related to the studies and documentation required to obtain approval for the Proposed Expansion of the W12A Landfill once the Environmental Assessment Study Report has been submitted to the Ministry of Environment, Conservation and Parks:

- a) Golder Associates Ltd. BE APPOINTED to complete the studies and documentation required to obtain Environmental Compliance Approvals for the Proposed Expansion of the W12A Landfill Site under the Environmental Protection Act for Waste and Air and under the Ontario Water Resource Act for the Stormwater Management Ponds, in the total amount of \$454,177.80, including a contingency of \$75,696.30, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- b) Dillon Consulting Ltd. BE APPOINTED to complete the studies and documentation required to obtain Environmental Compliance Approvals for the Proposed Expansion of the W12A Landfill Site under the Ontario Water Resource Act for the leachate pumping station, in the total amount of \$102,832.00, including a contingency of \$17,139.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- c) AECOM Canada Ltd. BE APPOINTED to carry out the studies and documentation required to obtain approvals under the Endangered Species Act for the protection of Species of Risk identified and listed in the Environmental Assessment Study Report for the Proposed Expansion of the W12A Landfill, and to provide the documentation required with respect to preservation of the Natural Environment to obtain Environmental Compliance Approvals, in the total amount of \$99,028.73, including a contingency of \$14,678.44, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;
- d) Comcor Environmental Ltd. BE APPOINTED to carry out preparation of supporting documents as part of the Design and

Operation Report for the Environmental Compliance Approval - Waste application, and to carry out detailed design for the initial landfill gas collection system expansion construction, in the total amount of \$102,354.00, including a contingency of \$17,059.00, excluding HST, in accordance with Section 15.2 (g) of the City of London's Procurement of Goods and Services Policy;

e) the financing for the work, as identified in parts a), b), c) and d) above, BE APPROVED in accordance with the Sources of Financing Report as appended to the above-noted staff report;

f) the Civic Administration BE AUTHORIZED to undertake all the administrative acts that are necessary in connection with these purchases; and,

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

Motion Passed

4. (2.3) Appointment of Consulting Engineer for the Kilally Infrastructure Works Detailed Design

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the following actions be taken with respect to the staff report dated January 11, 2022, related to the appointment of consulting services for the Kilally Infrastructure Works project:

a) Stantec Consulting Ltd. BE APPOINTED consulting engineers to complete the detailed design for the Kilally Infrastructure Works project in accordance with the estimate, on file, at an upset amount of \$719,535, including 20% contingency, excluding HST, in accordance with Section 15.2 (e) of the City of London's Procurement of Goods and Services Policy;

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

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

d) the approval given, herein, BE CONDITIONAL upon the Corporation entering into a formal contract; and,

e) the Mayor and the City Clerk BE AUTHORIZED to execute any contract or other documents, if required, to give effect to these recommendations.(2021-T05)

Motion Passed

5. (2.4) Upper Thames River Conservation Authority and City of London Flood Protection Projects: West London Dyke - Phase 7 Increase to Consulting Fees

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 January 11, 2022, related to the increasing the existing contract for the Phase 7 West London Dyke project:

- a) the Upper Thames River Conservation Authority BE AUTHORIZED to carry out the added consulting and detailed design works for Phase 7 of the West London Dyke on behalf of the City by increasing the City's share by \$72,174.66, 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-E21/F11A)

Motion Passed

6. (2.5) Report on Emergency Repairs to Pumps at Wonderland Pumping Station

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to emergency repairs to the Wonderland Pumping Station pumps that were undertaken without competitive procurement but in accordance with Section 14.2 of the City of London's Procurement of Goods and Services Policy, BE RECEIVED.

Motion Passed

7. (2.6) Strategic Plan Variance Report

Motion made by: E. Pelozo

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to the Strategic Plan Progress Variance BE RECEIVED for information. (2021-C08)

Motion Passed

8. (2.7) Ontario Regulation (O.Reg.) 406/19 - On-Site and Excess Soil Management

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the staff report dated January 11, 2022, related to the Ontario Regulation (O.Reg.) 406/19 (On-site and Excess Soil Management), BE RECEIVED for information. (2021-E05)

Motion Passed

9. (3.1) Environmental Assessment Study Report for the Environmental Assessment of the Proposed W12A Landfill Expansion

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 January 11, 2022, related to the Environmental Assessment Study Report for the Environmental Assessment of the Proposed W12A Landfill Expansion

a) the Environmental Assessment Study Report BE APPROVED; and,

b) the Civic Administration BE AUTHORIZED to submit the Environmental Assessment Study Report to the Ministry of Environment, Conservation and Parks for approval by the Minister of the Environment, Conservation and Parks;

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

Motion Passed

11. (5.1) Deferred Matters List

Motion made by: E. Pelosa

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

Motion Passed

10. (4.1) Investing in Canada Infrastructure Program: Public Transit Stream Intake 3

Motion made by: E. Pelosa

That, on the recommendation of the Deputy City Manager, Environment and Infrastructure, the Civic Administration BE DIRECTED to submit the projects identified in the staff report dated January 11, 2022 to Intake 3 of the Public Transit Stream of the Investing in Canada Infrastructure Program (ICIP);

it being noted that the communication from A. Oudshoorn, with respect to this matter, was received; it being further noted that the

communications referred from Stage 6 from Councillor van Holst, W. Brock, C. Butler and M. Miksa were received.

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

Motion Passed (15 to 0)

8.5 2nd Report of the Strategic Priorities and Policy Committee

Motion made by: J. Morgan

That the following clauses of the 2nd Report of the Strategic Priorities and Policy Committee BE APPROVED: Items 1, 2, 3.

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

Motion Passed (15 to 0)

1. Disclosures of Pecuniary Interest

Motion made by: J. Morgan

That it BE NOTED that Councilor S. Turner disclosed a pecuniary interest in items 4.1 and 4.2, having to do with both having to do with appointments to the London Public Library Board, by indicating that his wife is employee of the London Public Library.

Motion Passed

2. (2.1) Resignation from the Argyle Business Improvement Association

Motion made by: J. Morgan

That the communication dated January 4, 2022 from R. Sidhu, Executive Director, Argyle BIA with respect to the resignation of Melanie O'Brien (Madison's Boutique & Consignment) BE RECEIVED.

Motion Passed

3. (2.2) Re-Establishment of the Waste Management Working Group

Motion made by: J. Morgan

That, on the recommendation of the Deputy City Manager, Environment & Infrastructure, the Waste Management Working Group BE RE-ESTABLISHED, in accordance with the Terms of Reference as appended to the related staff report dated January 18, 2022.

Motion Passed

4. (4.1) London Public Library Board

Motion made by: J. Morgan

That the following actions be taken with respect to Council appointments to the London Public Library Board:

- a) the resignation of Councillor S. Lewis, from the London Public Library Board BE ACCEPTED; and,
- b) Councillor J. Fyfe-Millar BE APPOINTED to the London Public Library Board, for the term ending November 14, 2022; it being noted that the Strategic Priorities and Policy Committee received a communication dated December 9, 2021 from Council S. Lewis with respect to his resignation.

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

5. (4.2) London Public Library Board Vacancy

Motion made by: J. Morgan

That the following actions be taken with respect to Council appointments to the London Public Library Board:

- a) the re-submitted communication dated November 18, 2021 from M. Ciccone, CEO & Chief Librarian, London Public Library BE RECEIVED; and,
- b) Scott Andrew Collyer BE APPOINTED to the London Public Library Board, for the term ending November 14, 2022.

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

Recuse: (1): S. Turner

Motion Passed (14 to 0)

6. (4.3) Full-Time Compensation Determination

Motion made by: J. Morgan

That the communication from Councillor M. van Holst, dated January 9, 2022, with respect to typical daytime office hours, BE RECEIVED and no action be taken.

Yeas: (12): Mayor E. Holder, 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

Nays: (3): M. van Holst, S. Lewis, and M. Hamou

Motion Passed (12 to 3)

7. (5.1) 6th Report of Governance Working Group

Motion made by: J. Morgan

That the 6th Report of the Governance Working Meeting from its meeting held on January 6, 2022 BE RECEIVED for information.

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

Motion Passed (15 to 0)

13. By-laws

Motion made by: S. Turner

Seconded by: P. Van Meerbergen

That the Introduction and First Reading of Bill No'.s 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: J. Fyfe-Millar

That the Second Reading of Bill No'.s 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: M. Hamou

That the Third Reading and Enactment of Bill No'.s 65 to 85, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

9. Added Reports

9.1 3rd Report of Council in Closed Session

1. Partial Property Acquisition – 85 Sunningdale Road – Sunningdale Road Improvements Project

That, on the recommendation of the Deputy City Manager, Finance Supports, with the concurrence of the Director, Transportation and Mobility, and Division Manager, Transportation Planning and Design, on the advice of the Director, Realty Services, with respect to the acquisition of a portion of property from 85 Sunningdale Road, further described as

Part of Lot 56, RCP 1029, being part of PIN 08069- 0051, designated as Part 11, Plan 33R-20957, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Sunningdale Road Improvements Project, the following actions be taken:

- a) the Agreement of Purchase and Sale, attached as Appendix "C", submitted by Barvest Realty Inc. (the "Vendor"), to sell the subject property to the City, for the sum of \$500,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement;
- b) the Grant of Temporary Easement and Consent to Enter, attached as Appendix "C", submitted by Barvest Realty Inc. (the "Vendor"), for the sum of \$54,000.00, for the term of twenty-four months (24) with an option to renew for twelve (12) months for an additional \$27,000.00 BE ACCEPTED, subject to the terms and conditions set out in the agreement, and
- c) the financing for this acquisition BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

2. Sale of City-Owned Surplus Property – 2 Saunby Street

That, on the recommendation of the Deputy City Manager, Finance Supports, on the advice of the Director, Realty Services, with respect to the City-owned property located at 2 Saunby Street, further described as Part 1, Plan 33R-20979, being the part of PIN 082470126 (LT), containing approximately 0.227 acres, the offer submitted by Mackenzie Hirschberger (the "Purchaser") to purchase the subject property from the City, for the sum of \$665,000.00 BE ACCEPTED, subject to the following conditions:

- a) the Purchaser acknowledging that the property is being purchased on an "As-Is" basis;
- b) the Purchaser retaining the right prior to close to assign the Agreement;
- c) the City acknowledging all costs for discharging financing is a Seller responsibility; and
- d) the Purchaser having the right to visit the property three further times prior to completion.

3. Licence Agreement – 80 Dundas Street, Downtown Loop Rapid Transit Project and Municipal Infrastructure Improvements

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 80 Dundas Street, further described as Part 6, Plan 33R-21008, containing an area of approximately 3,429.5 square feet, as shown on the location map attached as Appendix "B", for the purpose of future road improvements to accommodate the Downtown Loop Project, the following actions be taken:

- a) the Municipal Council to approve the Licence Agreement provided by the Province (Her Majesty the Queen in Right of Ontario) as Represented by the Minister of Government and Consumer Services, covering the use of the subject property by the City, for a term for three years, for the sum of \$22,200.00;
- b) the Mayor and City Clerk be authorized to execute the Licence Agreement, in a form acceptable to the City Solicitor's Office, similar to that attached as Appendix "C"; and,
- c) the financing for this agreement BE APPROVED as set out in the Source of Financing Report attached hereto as Appendix "A".

4. Temporary Retention Strategy - Dearness Home Registered Practical Nurse (RPN) Classification

That, on the recommendation of the Deputy City Manager, Social and Health Development and concurrence of the Deputy City Manager, Enterprise Supports, that the Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary to implement a Temporary Retention Strategy for the Dearness Home Registered Practical Nurse (RPN) classification in the Unifor, Local 302 bargaining unit.

Motion made by: S. Lewis

Seconded by: E. Pelozza

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

Motion Passed (15 to 0)

Motion made by: S. Lehman

Seconded by: M. van Holst

That the Introduction and First Reading of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: S. Hillier

Seconded by: A. Hopkins

That the Second Reading of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

Motion made by: J. Fyfe-Millar

Seconded by: S. Hillier

That the Third Reading and Enactment of Added Bill No.'s 86 to 89, inclusive, BE APPROVED.

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

Motion Passed (15 to 0)

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

Bill No. 65	By-law No. A.-8205-39 - A by-law to confirm the proceedings of the Council Meeting held on the 25th day of January, 2022. (City Clerk)
Bill No. 66	By-law No. A.-8206-40 - A by-law to raise the amount required for the purposes of the Argyle Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001 (2.2/2/CSC)
Bill No. 67	By-law No. A.-8207-41 - A by-law to raise the amount required for the purposes of the Hamilton Road Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.3/2/CSC)
Bill No. 68	By-law No. A.-8208-42 - A by-law to raise the amount required for the purposes of the Hyde Park Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.4/2/CSC)
Bill No. 69	By-law No. A.-8209-43 - A by-law to raise the amount required for the purposes of the London Downtown Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.5/2/CSC)
Bill No. 70	By-law No. A.-8210-44 - A by-law to raise the amount required for the purposes of the Old East Village Business Improvement Area Board of Management for the year 2022 in accordance with section 208 of the Municipal Act, 2001. (2.6/2/CSC)
Bill No. 71	By-law No. C.P.-1284(wp)-45 - A by-law to amend the Official Plan for the City of London, 1989 relating to 257-263 Springbank Drive. (3.5a/2/PEC)
Bill No. 72	By-law No. CPOL.-407(a)-46 - A by-law to amend By-law No. CPOL.-407-321, being "Members of Council Proof of COVID-19 Vaccination Policy" by deleting and replacing Schedule "A". (4.3/2/CSC)
Bill No. 73	By-law No. L.S.P.-3496-47 - A by-law to designate 1903 Avalon Street to be of cultural heritage value or interest. (2.6/16/PEC – 2021)
Bill No. 74	By-law No. L.S.P.-3497-48 - A by-law to designate 370 South Street (War Memorial Children's Hospital) to be of cultural heritage value or interest. (2.9/17/PEC – 2021)
Bill No. 75	By-law No. S.-6164-49 - A by-law to permit Blue Vesta Inc. to maintain and use a boulevard parking area upon the road allowance for 26 Sterling Street, City of London. (City Clerk)
Bill No. 76	By-law No. W.-5660(a)-50 - A by-law to amend by-law No. W.-5660-92 entitled, "A by-law to authorize project TS180519 – TIMMS-PTIS – Transportation Intelligence Mobility Management System" (2.1/1/CWC)

Bill No. 77	By-law No. W.-5680-51 - A by-law to authorize the Road Network Improvements (Main) - Project No. TS144620. (2.3/1/CWC)
Bill No. 78	By-law No. Z.-1-222992 - A by-law to amend By-law No. Z.-1 to remove holding provision from the zoning for lands located at 1761 Wonderland Road North. (2.1/2/PEC)
Bill No. 79	By-law No. Z.-1-222993 - A by-law to amend By-law No. Z.-1 to remove the holding provision from the zoning of lands located at 1150 Fanshawe Park Road East. (2.2/2/PEC)
Bill No. 80	By-law No. Z.-1-222994 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 3924 Colonel Talbot Road. (2.3/2/PEC)
Bill No. 81	By-law No. Z.-1-222995 - A bylaw to amend By-law No. Z.-1 to rezone lands located at 1389 Commissioners Road East (Summerside Subdivision – Phase 17). (3.1/2/PEC)
Bill No. 82	By-law No. Z.-1-222996 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 150 King Edward Avenue. (3.2/2/PEC)
Bill No. 83	By-law No. Z.-1-222997 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at part of 100 Kellogg Lane. (3.3/2/PEC)
Bill No. 84	By-law No. Z.-1-222998 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 1140 Sunningdale Road East. (3.4/2/PEC)
Bill No. 85	By-law No. Z.-1-222999 - A by-law to amend By-law No. Z.-1 to rezone an area of land located at 257-263 Springbank Drive. (3.5b/2/PEC)
Bill No. 86	By-law No. A.-8211-52 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Barvest Realty Inc. for the acquisition of a portion of the property located at 85 Sunningdale Road, in the City of London, for the Sunningdale Road Improvements Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.1/2/CSC)
Bill No. 87	By-law No. A.-8213-53 - A by-law to authorize and approve an Agreement of Purchase and Sale between The Corporation of the City of London and Mackenzie Hirschberger, for the sale of the City owned property at 2 Saunby Street, described as Part 1, Plan 33R-20979, being part of PIN 082470126 (LT), in the City of London, County of Middlesex, and to authorize the Mayor and the City Clerk to execute the Agreement (6.2/2/CSC)

Bill No. 88	By-law No. A.-8214-54 - A by-law to authorize and approve a Licence Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Government and Consumer Services, for the temporary use of the property located at 80 Dundas Street, in the City of London, for the Downtown Loop Project, and to authorize the Mayor and the City Clerk to execute the Agreement. (6.3/2/CSC)
Bill No. 89	By-law No. L.S.P.-3498-55 - A by-law to expropriate lands in the City of London, in the County of Middlesex, for the as Southdale Road West and Wickerson Road Improvements project.

14. Adjournment

Motion made by: P. Van Meerbergen

Seconded by: S. Turner

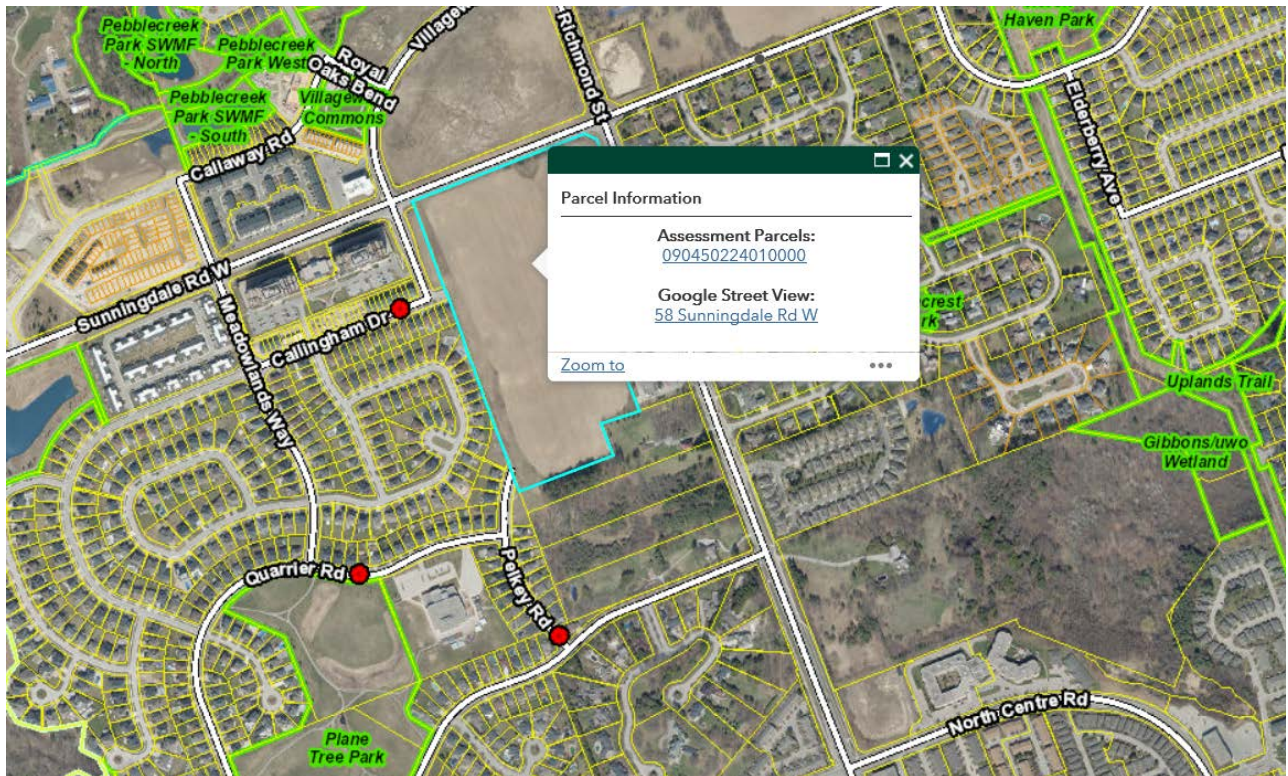
That the meeting BE ADJOURNED.

Motion Passed

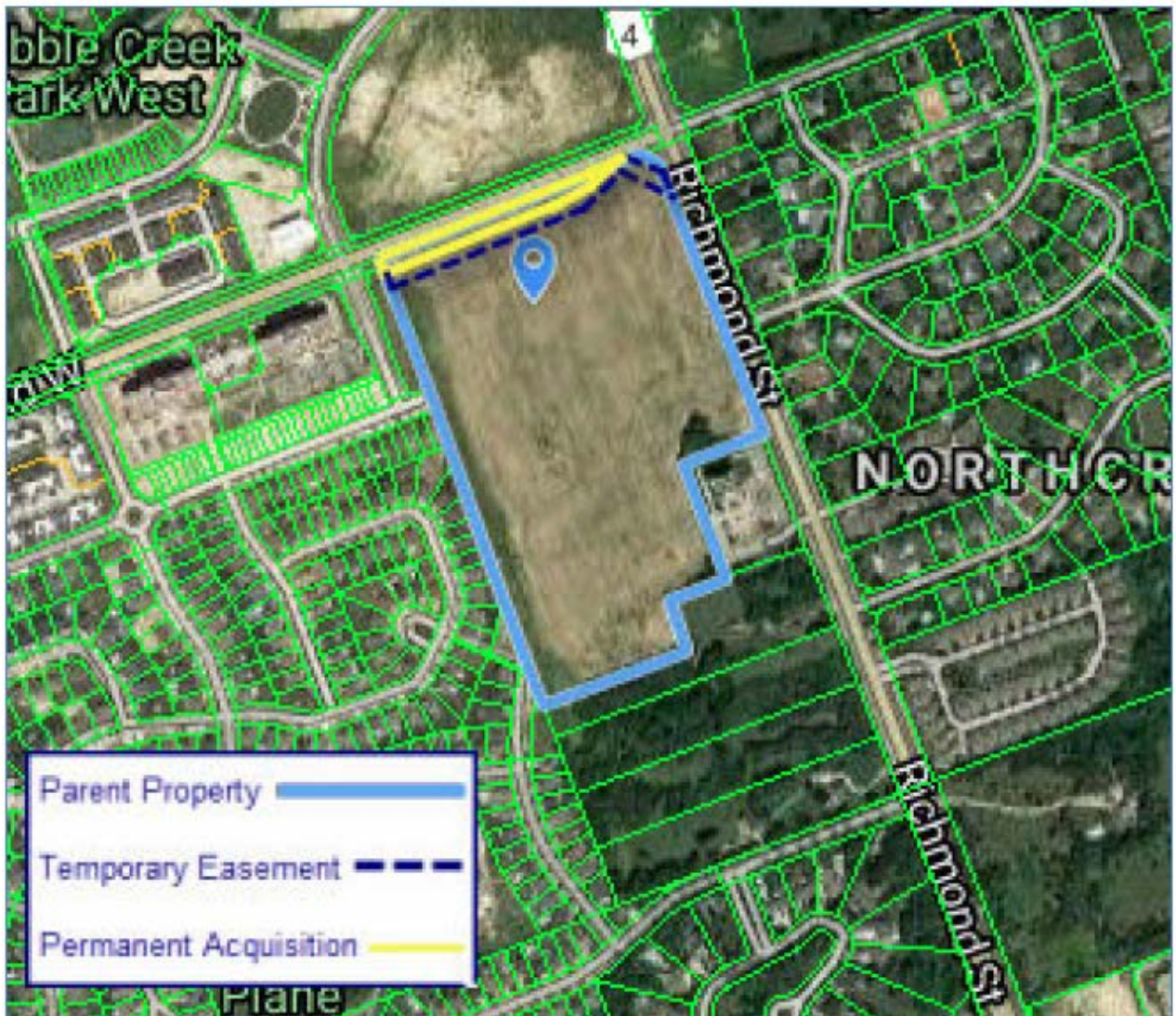
Ed Holder, Mayor

Michael Schulthess, City Clerk

Appendix B – Location Map



85 Sunningdale Road (Parent Parcel)



Appendix C – Agreement of Purchase and Sale

AGREEMENT OF PURCHASE AND SALE

PURCHASER: THE CORPORATION OF THE CITY OF LONDON

VENDOR: BARVEST REALTY INC.

REAL PROPERTY:

Address Part of 85 Sunningdale Road, London, Ontario

Location South West Corner of Richmond Street and Sunningdale Road West

Measurements Irregular, 0.454 Acres

Legal Description: Part of Lot 56, RCP 1029, in the City of London, County of Middlesex, designated as Part 11 on Plan 33R-20957, being part of PIN 08069-0051, as shown in Schedule "A" (the "Property") attached hereto.

1. **OFFER TO PURCHASE:** The Purchaser agrees to purchase the Property from the Vendor in accordance with the terms and conditions as set out in this Agreement.
2. **SALE PRICE:** The purchase price shall be FIVE HUNDRED THOUSAND DOLLARS CDN (\$500,000.00) 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 **February 18th, 2022**, 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 **March 4th, 2022** (Requisition Date) to examine the title to the Property and at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use may be lawfully continued and that the principal building may be insured against risk of fire.
7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on **March 18th, 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 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.

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

BARVEST REALTY INC

Per: _____

Name: Gerald Stenka

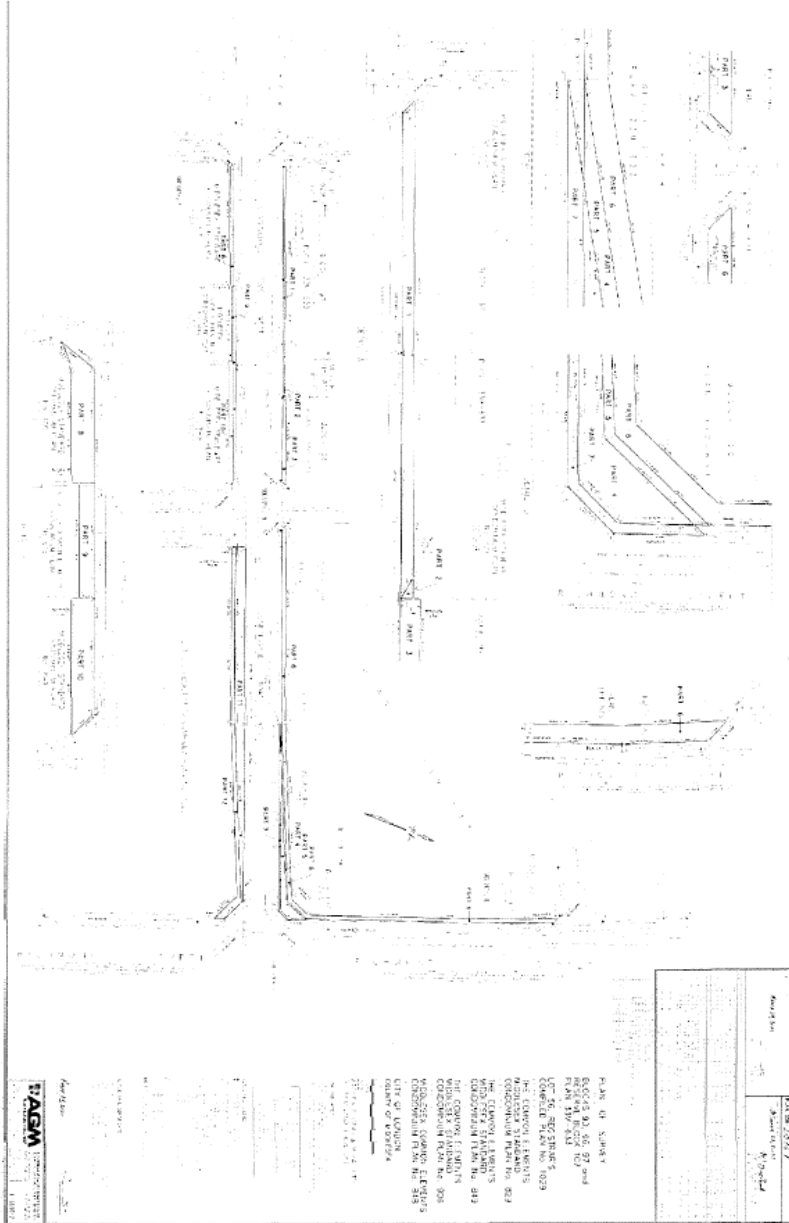
Title: Secretary

I/We Have the Authority to Bind the Corporation

VENDOR'S LAWYER: Ronald Delanghe, Solicitor, 519-640-6350 Fax: 519-932-3350

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

SCHEDULE "A" Description of "The Property"

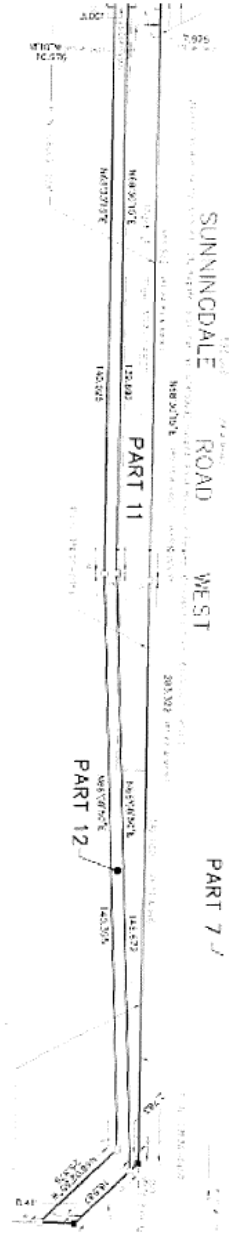


Area	Area (sq. m)	Area (sq. ft)
PART 1
PART 2
PART 3
PART 4
PART 5
PART 6
PART 7
PART 8
PART 9
PART 10
PART 11
PART 12
TOTAL



PLAN OF SUBS
 SECTION 81, 82, 87 and
 88 of the
 ACT OF 1978
 THE LANDS
 OF THE
 COUNTY OF
 DUBLIN
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SCHEDULE "A" Description of "The Property" Continued



SCHEDULE "A" Description of "The Property" Continued

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.		PLAN 33R-20957			
DATE <u>MARCH 24, 2021</u>		RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>			
 JASON BULAND ONTARIO LAND SURVEYOR		 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TILES DIVISION OF MIDDLESEX (NO. 32)			
PARTS SCHEDULE					
PART	LOT BLOCK	PLAN	P.L.N.	MOST RECENT TRANSFER	AREAS
1	Part of Block 97	Plan 33M-833	Part of P.L.N. 08138-1925	Kimmara Village (London) Inc.	0.02304 Hectares 0.0545 Acres
2	Part of The Common Element	Middlesex Standard Condominium Plan No. 823	Part of P.L.N. 09432	-	0.00317 Hectares 0.0003 Acres
3	Part of Block 99	Plan 33M-833	Part of P.L.N. 08138-2011	1904812 Ontario Limited	0.01948 Hectares 0.0486 Acres
4	Part of Block 90	Plan 33M-833	Part of P.L.N. 08138-0849	2560334 Ontario Inc.	0.05027 Hectares 0.1264 Acres
5	Part of Block 90	Plan 33M-833	Part of P.L.N. 08138-0849	2560334 Ontario Inc.	0.00460 Hectares 0.0102 Acres
6	Part of Block 90	Plan 33M-833	Part of P.L.N. 08138-0849	2560334 Ontario Inc.	0.13918 Hectares 0.3426 Acres
7	Part of Block 90	Plan 33M-833	Part of P.L.N. 08138-0849	The Corporation of The City of London	0.00918 Hectares 0.0126 Acres
8	Part of The Common Element	Middlesex Standard Condominium Plan No. 906	Part of P.L.N. 09508	-	0.01681 Hectares 0.0410 Acres
9	Part of The Common Element	Middlesex Standard Condominium Plan No. 848	Part of P.L.N. 09451-0001	-	0.00737 Hectares 0.0182 Acres
10	Part of The Common Element	Middlesex Standard Condominium Plan No. 849	Part of P.L.N. 09452	-	0.01423 Hectares 0.0401 Acres
11	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.L.N. 08069-0051	Ray Trust Corporation of Canada & others; Trustee Bank & Trustee Realty Inc.	0.18374 Hectares 0.4580 Acres
12	Part of Lot 56	Registrar's Compiled Plan No. 1029	Part of P.L.N. 08069-0001	Ray Trust Corporation of Canada & others; Trustee Bank & Trustee Realty Inc.	0.08815 Hectares 0.2429 Acres

SCHEDULE "B" Additional Terms and Conditions

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

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

BETWEEN:

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

and

BARVEST REALTY INC.
(the "Owner(s)")

Part Lot 56 RCP 1029, in the City of London, County of Middlesex, designated as Part 12 on Plan 33R-20957, being part of PIN 08069-0051, as shown in Schedule "A1" (the "Property") attached hereto.
Legal Description

Part of 85 Sunningdale Road West, London, Ontario
Municipal Address of Property

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

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

The City hereby offers the sum of FIFTY-FOUR THOUSAND DOLLARS CDN (\$54,000.00) in payment of the market value of the Temporary Easement payable in cash or by cheque on or before April 1st, 2023.

The City may renew the rights granted under this Consent for an additional term of 12 months commencing at the end of the original term upon notice to the Owner(s) and payment of an additional TWENTY-SEVEN THOUSAND DOLLARS CDN DOLLARS CDN (\$27,000.00).

The City agrees:

1. To provide the Owner with notification prior to such entry.
2. To deliver to the Owner evidence satisfactory to the Owner of liability insurance having a face amount of not less than \$5,000,000.00 and declaring the Owner to be an additional-insured.
3. To restore the property used to a condition as near as possible to its original condition at its sole risk and expense.
4. 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.
5. To indemnify, defend with counsel and save harmless the Owner from and against any and all claims, liabilities, demands, and cause of action of every kind and character, including claims of creditors of the City, liability on account of injury to, or death of, persons or damage of property and all costs and expenses of investigation and defence and all fines, fees, penalties, interest, judgements, compromises, settlements, other costs and legal fees incurred by the Owner in defence of same, on the count of or in any way incident to the use of the said property by the City's employees, agents and contractors, pursuant to this Consent except those claims, demands, suits, or causes of action arising out of the negligence of the Owners.

The Owner agrees:

1. Upon acceptance of this Consent, the City shall have the right to enter upon the lands for the period and purposes set out herein.
2. The proposed use of the Consent has been discussed with the Owner and the sum set out as the consideration in this Consent is intended to include the payment for any reduction in market value suffered to the Owner's lands, if any, as a result of the City's use thereof, but excludes any physical damage to any portion of the Owner's lands which may occur during the construction period.
3. In the event that a transfer in ownership of the Property in whole or part is contemplated prior to the expiry of the term of this Consent (or any renewal thereof), the Owner shall provide written

notice to the City a minimum of thirty (30) days' prior to said transfer and obtain a covenant from any and all transferees of the Property, in a form prescribed by the City, to abide by the terms of this Consent and assume all obligations of the Owner herein, at no additional cost to the City.

ADDITIONAL TERMS AND CONDITIONS:

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

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

DATED at London this 5th day of December, 2021

BARVEST REALTY INC

Per: _____

Name: Gerald Stenka

Title: Secretary

I/We Have the Authority to Bind the Corporation

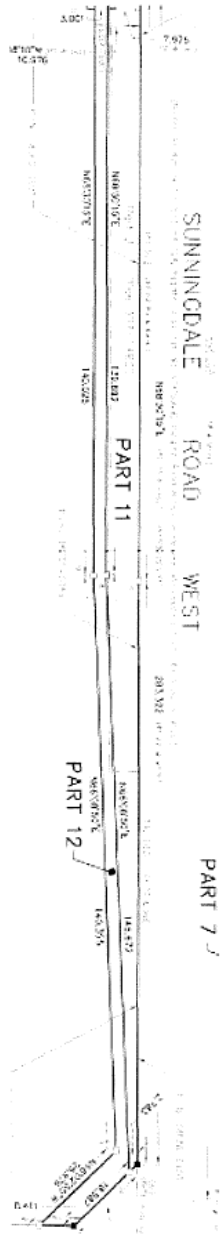
The Corporation of the City of London hereby accepts the above Grant of Temporary Easement and Consent to Enter and agrees to carry out the same on the terms and conditions herein contained.

THE CORPORATION OF THE CITY OF LONDON



Ed Holder, Mayor

Catharine Saunders, City Clerk

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



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

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. DATE <u>MARCH 24, 2021</u>  JASNA MUBAND ONTARIO LAND SURVEYOR	PLAN 33R-20957 RECEIVED AND DEPOSITED DATE <u>MARCH 26, 2021</u>  REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDESEX INC. 317				
PARTS SCHEDULE					
PART	LOT/BLOCK	PLAN	P.L.N.	MOST RECENT TRANSFER	AREAS
1	Part of Block 97	Plan 330-633	Part of P.L.N. 08128-1920	Richmond Village (London) Inc.	0.02204 Hectares 0.0053 Acres
2	Part of The Common Element	Midsex Standard Condominium Plan No. 829	Part of P.L.N. 39432	000 to 0049 inclusive	0.00077 Hectares 0.0019 Acres
3	Part of Block 96	Plan 330-632	Part of P.L.N. 08128-2834	1004812 Ontario Limited	0.21848 Hectares 0.3458 Acres
4	Part of Block 90	Plan 330-632	Part of P.L.N. 08128-0849	2560334 Ontario Inc.	0.05071 Hectares 0.1264 Acres
5	Part of Block 90	Plan 330-632	Part of P.L.N. 08128-0849	2560334 Ontario Inc.	0.00485 Hectares 0.0120 Acres
6	Part of Block 90	Plan 330-632	Part of P.L.N. 08128-0849	2560334 Ontario Inc.	0.12918 Hectares 0.1449 Acres
7	Part of Sewerage Block 107	Plan 330-632	Part of P.L.N. 08128-0849	The Corporation of The City of London	0.00018 Hectares 0.0028 Acres
8	Part of The Common Element	Midsex Standard Condominium Plan No. 906	Part of P.L.N. 39532	000 to 0469 inclusive	0.03681 Hectares 0.0416 Acres
9	Part of The Common Element	Midsex Standard Condominium Plan No. 849	Part of P.L.N. 09451-0021	-	0.00737 Hectares 0.0180 Acres
10	Part of The Common Element	Midsex Standard Condominium Plan No. 849	Part of P.L.N. 39452	000 to 0377 inclusive & 0378 to 0547 inclusive	0.01223 Hectares 0.0451 Acres
11	Part of Lot 56	Registrar's Composite Plan No. 1029	Part of P.L.N. 05288-0051	Royal Trust Corporation of Canada & Lethbridge Trustee Inc. & Lethbridge Realty Inc.	0.12174 Hectares 0.4440 Acres
12	Part of Lot 56	Registrar's Composite Plan No. 1029	Part of P.L.N. 05288-0051	Royal Trust Corporation of Canada & Lethbridge Trustee Inc. & Lethbridge Realty Inc.	0.08810 Hectares 0.2456 Acres

Appendix A – Source of Financing Report

Appendix "A" Confidential

#22001

January 10, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Partial Property Acquisition, 85 Sunningdale Road
Sunningdale Road Improvements Project
(Subledger LD200035)
Capital Project TS1496-3 - Sunningdale Rd - Wonderland Rd 150m W of Richmond St
Barvest Realty 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 recommendation of the Deputy City Manager, Finance Supports, the detailed source of financing for this purchase is:

Estimated Expenditures	Approved Budget	Committed To Date	This Submission	Balance for Future Work
Engineering	491,455	490,839	0	616
Land Purchase	1,309,144	706,355	602,789	0
Utilities	1,198,500	55,312	0	1,143,188
Total Expenditures	\$2,999,099	\$1,252,506	\$602,789	\$1,143,804

Sources of Financing

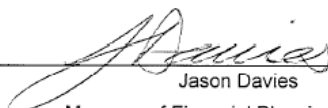
Debenture By-law No. W.-5628-283 (Note 1)	196,994	82,270	39,594	75,130
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2)	2,802,105	1,170,236	563,195	1,068,674
Total Financing	\$2,999,099	\$1,252,506	\$602,789	\$1,143,804

Financial Note:

Purchase Cost	\$500,000
Add: Legal Fees etc.	86,000
Add: Land Transfer Tax	6,475
Add: HST @13%	76,180
Less: HST Rebate	-65,866
Total Purchase Cost	\$602,789

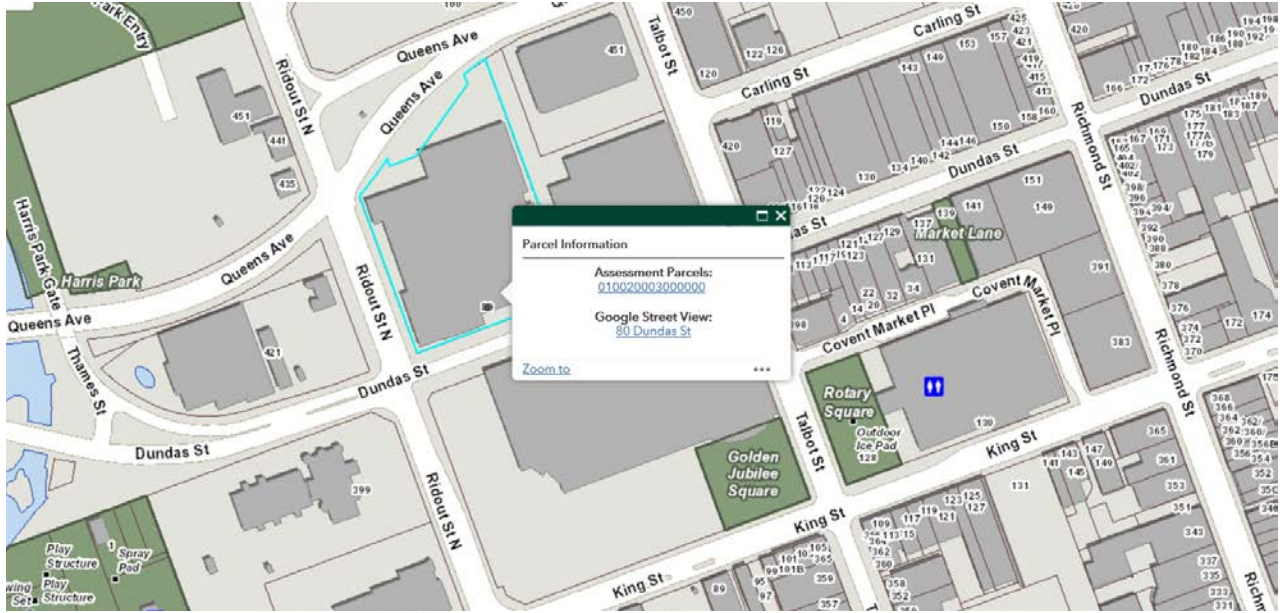
Note 1: Note to City Clerk: The City Clerk be authorized to increase Debenture By-law No. W.-5628-283 by \$133,968 from \$63,026 to \$196,994.

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


Jason Davies
Manager of Financial Planning & Policy

Appendix B – Location Map

80 Dundas Richmond Street



Appendix C – Licence Agreement

LICENCE AGREEMENT

THIS AGREEMENT made in duplicate as of

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES**
(hereinafter referred to as the “Licencor”)

- and -

THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the “Licencee”)

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence

(a)	Address of Premises:	80 Dundas Street East, London, Ontario
(b)	Area of the Licensed Premises	Deemed to be three thousand, four hundred and twenty-nine point five (3,429.5) square feet
(c)	Licence Fee:	Seven Thousand, Four Hundred Dollars (\$7,400.00), plus applicable Sales Taxes per annum
(d)	Term	Three (3) years
(e)	Commencement Date:	March 1, 2022
(f)	Address of Licensor:	Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Vice President, Asset Management Fax: (416) 327-1906 <u>With a copy to:</u> Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal (Leasing and Contract Management) Fax: (416) 327-3376 <u>And an additional copy to:</u> CBRE Limited 18 King Street East, Suite 1100 Toronto, Ontario M5C 1C4

	Attention: Global Workplace Solutions – Director, Lease Administration – OILC Fax: (416) 775-3989
(g) Address of Licensee:	The Corporation of the City of London 300 Dufferin Avenue London, Ontario N6A 4L9 Attention: Ron Sanderson, Manager Realty Services Fax: (519) 661-5087 Tel: (519) 661-2489 Email: rsanders@london.ca
(h) Termination	The parties to this Licence reserve the right to terminate at any time following the second (2 nd) anniversary of the Commencement Date by providing the other party with not less than sixty (60) days' prior written notice of termination without penalty, compensation, damages or bonus to the other party.
(i) Construction Schedule and Reporting	In accordance with Section 6.16 below.

WHEREAS:

- A. The Licensor has jurisdiction and control of the building known municipally as 80 Dundas Street in the City of London, Ontario (the “**Site**”), erected on the lands having the legal description set out in Schedule A attached hereto (the “**Lands**”).
- B. The parties hereto have agreed that the Licensee shall have the right, to utilize a portion of the Lands, subject to the terms and conditions of this licence agreement (the “**Licence**”).

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertaking herein contained and expressed, it is agreed among the parties as follows:

Definitions

“**Authority**” means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having or claiming jurisdiction over the Licensed Premises or the Building, or the use thereof.

“**Business Day**” means any day which is normally considered a regular day of business for most government offices for the Province of Ontario.

“**Digital Data**” means data that is required to be released to the public pursuant to the Digital and Data Directive.”

“**Digital and Data Directive**” means the Management Board of Cabinet’s Digital and Data Directive, published on January 29, 2021, as amended from time to time.”

“**OILC**” means the Ontario Infrastructure and Lands Corporation.

“**Realty Taxes**” means all taxes, rates, duties, charges, levies and assessments whatsoever in the nature of realty taxes, whether municipal, provincial or federal charged or levied upon the building and the Lands appurtenant thereto, or upon the Licensor on account thereof, including all taxes, rates, duties, levies and assessments for local improvements, education and schools and all taxes, grants or assessments which may in the future be levied in lieu of Realty Taxes, and shall include any tax paid by the Licensee which was attracted by the Licensees' improvements, any tax such as personal and corporate income taxes, business taxes, capital tax, profits or excess profits taxes assessed upon the income of the Licensor, excise tax, value-added tax,

sales tax, goods and services tax, business transfer tax, any and all impost charges or any other tax or assessment which is personal to the Licensor, any interest or penalties for late payment of Realty Taxes, and any other charges included in the tax bill that are not Realty Taxes. Should the Licensee undertake any improvements which result in an increase in Realty Taxes, the Licensee shall be liable to pay any portion of any increase in Realty Taxes levied as a result of such improvements; and

“**Sales Taxes**” means collectively and individually, all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by any governmental authority upon the Licensor, or the Licensee, or in respect of this Licence, or the payments made by the Licensee hereunder or the goods and services provided by the Licensor hereunder including, without limitation, the licence of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

Grant of License

The Licensor hereby grants to the Licensee the licence and privilege to utilize a portion of the Site, as shown in yellow on Schedule B attached hereto (the “**Licensed Premises**”) deemed to be three thousand, four hundred and twenty-nine point five (3,429.5) square feet (the “**Area of the Licensed Premises**”), for the purpose of grading of the new pavement to tie in with the road allowance (the “**Use**”). This permission includes the right to bring personnel, materials and equipment reasonably required in connection with the foregoing purposes onto the Licensed Premises. It is agreed and understood that the Licensee is accepting the Licensed Premises and all associated equipment therein, if any, on an “as is, where is” basis.

Term

The Licencee shall be permitted to use the Licensed Premises in accordance with the terms hereof for a period of three (3) years commencing March 1, 2022 and ending on February 28, 2025 (the “**Term**”). There will be no renewal or overholding of this Licence, unless agreed to by the parties in writing.

Termination

The parties to this Licence each reserve the right to terminate this Licence at any time following the second (2nd) anniversary of the Commencement Date by providing the other party with not less than sixty (60) days’ prior written notice of termination without penalty, compensation, damages or bonus to the other party.

Licence Fee

The Licencee hereby covenants to pay to the Licensor an annual payment of Seven Thousand, Four Hundred Dollars (\$7,400.00) Dollars (the “**Licence Fee**”), plus all applicable Sales Taxes, the first of such annual payments to be due and payable upon execution of this Licence by the Licensee. The Licence Fee payable for the second year of the Term shall be due on or before March 1, 2023 and the Licence Fee payable for the third year of the Term shall be due on or before March 1, 2024.

In addition, the Licencee shall be responsible, at its sole cost and expense, for all other costs, expenses and charges whatsoever with respect to the Licensed Premises throughout the Term, including, without limitation, operating costs, Realty Taxes, utilities, maintenance and repairs, groundskeeping, snow and garbage removal, as well as any required additional security and traffic control.

If the Licencee defaults in the payment of the Licence Fee and/or any other amounts payable hereunder, the unpaid amounts shall bear interest from the due date to the date of payment at an interest rate equal to the prime rate as charged by the Royal Bank of Canada to its best commercial customers from time to time, plus five percent (5%). Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.

The Licensee shall send all Licence Fee payments to the following address:

CBRE Limited
18 King Street East, Suite 1100
Toronto, Ontario M5C 1C4
Attention: OILC PLMS Accounts Receivable

Covenants of the Licensee

The Licensee covenants with the Licensor as follows:

1.1 Licence Fee

To pay the Licence Fee in accordance with the provisions of this Licence.

1.2 Compliance with Laws

To comply with all provisions of law including, without limitation, all enactments, by-laws and any regulations of any Authority which relate to the Licensed Premises or to the use or occupation thereof or, if applicable, to the making of any repairs, replacements, additions, changes, substitutions or improvements of or to the Licensed Premises or any part thereof.

1.3 Rules and Regulations

The Licensor may, acting reasonably, and from time to time, make and amend rules and regulations for the management and operation of the Site, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Licence.

1.4 Security

To be responsible for security of the Licensed Premises during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained, that persons not affiliated with the Licensee are not permitted access to the Licensed Premises during the Term, and that no alcoholic beverages, drugs or other illegal or banned substances are brought upon the Licensed Premises or the Site by the Licensee, any persons affiliated with the Licensee or anyone for whom the Licensee is responsible at law.

1.5 Maintenance

To maintain, at the Licensee's sole cost and expense, the Licensed Premises, in a clean and tidy condition, and to deliver up same in a clean and tidy condition at the expiry of the Term.

Upon request of the Licensor, the Licensee shall forthwith reimburse the Licensor for the cost of any clean-up, repair or replacement to the Licensed Premises or any other portion of the Site resulting from the Licensee's use and occupation of the Licensed Premises.

1.6 Use

To use the Licensed Premises for the purpose of the Licensee's Use only as provided for in Section 2 of this Licence, and in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authority having jurisdiction.

The Licensee shall be responsible for the safety of anyone requiring access to the Courthouse and its parking facility. In addition, the Licensee shall ensure that: (i) there is uninterrupted access to the Courthouse and the facility parking garage; (ii) pedestrian traffic is not impacted; and (iii) there is no impact on the fire routes for the Courthouse/building.

The Licensee shall further ensure that all activity which takes place on or in connection with the Use of the Licensed Premises does not in any way reflect improperly on the Government of Ontario, including without limitation, ensuring that all employees, agents or other representatives of the Licensee are at all times cleanly and neatly clad, orderly and polite in their conduct and their speech.

1.7 Compensation for Damage

To make good any damage to the Licensed Premises and the Site caused by the Licensee, its employees, agents, invitees and those for whom the Licensee, in law, are responsible.

1.8 Insurance

(a) The Licensee shall, during and throughout the entire Term and at the Licensee's sole cost and expense, take out and keep in full force and effect the following

insurance, in the name of the Licensee, with the Licensor added as an additional insured:

- (i) "All risks" insurance covering the buildings and structures on the Licensed Premises, including the Licensee's equipment and fixtures on or about the Licensed Premises and the Land, for not less than the full replacement costs thereof (with a replacement cost endorsement);
 - (ii) Commercial general liability insurance on an occurrence basis with respect to any use and occupancy of or things on the Licensed Premises and with respect to the use and occupancy of any other part of the Land by the Licensee or any of its servants, agents, employees, invitees, licensees, subtenants or sublicensees, contractors or persons for whom the Licensee is in law responsible, with coverage for any occurrence of not less than Five Million Dollars (\$5,000,000.00) or such higher amount as the Licensor may reasonable require; and
 - (iii) Any other form of insurance as the Licensor, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent licensee would insure.
- (b) Each of the Licensee's insurance policies shall contain:
- (i) A prior release of the Licensor with the practical effect that the Licensor will have received a waiver of subrogation from the Licensee's insurers with respect to the insurance set forth in Section 6.8(a) (i) above;
 - (ii) An undertaking by the insurer that no material change adverse to the Licensor or the Licensee will be made and the policy will not lapse or be terminated, except after not less than thirty (30) days' prior written notice to the Licensor; and
 - (iii) A severability of interest clause and a cross-liability clause.
- (c) The Licensee shall provide the Licensor with a certificate of insurance (the "**Insurance Certificate**"), executed by the underwriting insurance company, certifying that the Licensee's insurance policies are in good standing and in compliance with the Licensee's obligations hereunder. Certificates of such insurance coverage shall be provided to the Licensor prior to the commencement date of the Term, and yearly thereafter throughout the Term.
- (d) If the Licensee fails to maintain in force, or pay any premiums for, any insurance required to be maintained by the Licensee hereunder, or if the Licensee fails from time to time to deliver to the Licensor satisfactory proof of the good standing of any such insurance or the payment of premiums therefor, then the Licensor, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Licensee and the cost thereof and all other reasonable expenses incurred by the Licensor in that regard shall be paid by the Licensee to the Licensor forthwith upon demand.

1.9 Indemnity and Licensor's Non-Liability

The Licensee shall indemnify and save harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, officers, directors, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Licence, or any occurrence at the Site or Licensed Premises (including any equipment, machinery, services, fixtures and improvements thereon), or the use by the Licensee of the Site or the Licensed Premises, or any part thereof. If the Licensor shall be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with such litigation on a solicitor and client basis.

The Licensee agrees that the Licensor shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on arising out of this Licence, unless caused by the gross negligence of the Licensor. Without limiting the generality of the foregoing, the Licensor shall not be liable or responsible for any such injury, death, loss or damage to any persons or property, caused or contributed to by fire, explosion, steam, water, rain, snow, dampness, leakage, electricity or gas, and the Licensor shall in no event be liable for any indirect or consequential damages suffered by the Licensee.

1.10 Assignment and Sublicence

Not to assign this Licence, or sublicense all or any part of the Licensed Premises.

1.11 Waste

Not to do or allow any waste, damage, disfiguration or injury to the Licensed Premises, the Site or the fixtures and equipment forming a part thereof or permit any overloading of the floors thereof.

1.12 Nuisance

Not to use or permit the use of any part of the Licensed Premises for any dangerous, noxious or offensive trade or business or cause or permit any nuisance in, at or on the Licensed Premises.

1.13 Waste and Environmental

The Licensee acknowledges and agrees that:

- (a) it shall not store, bring in or permit to be placed, any Environmental Contaminant in the Licensed Premises or the Site. "Environmental Contaminants" means (i) any substance which, when it exists in the Licensed Premises or the Site or the water supplied to or in the Licensed Premises or the Site, or when it is released into the Licensed Premises or the Site or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Licensed Premises or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii);
- (b) it shall not permit the presence of any Environmental Contaminant in the Licensed Premises, except if such is required for the Use and then only if the Licensee is in strict compliance with all relevant governmental authorities, be it federal, provincial or municipal, including, without limitation, Environmental Laws. "Environmental Laws" means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the Environmental Protection Act, R.S.O. 1990, c.E.19 (the "EPA"), the Environmental Assessment Act, R.S.O 1990, c. E.18, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, Ontario Regulation 153/04 (2004) under Part XV.1 of the EPA, as amended by Ontario Regulation 511/09 (2009), the Safe Drinking Water Act, 2002, S.O. c. 32, and applicable air quality guidelines (including, without limitation, Ontario Regulation 127/01-"Airborne Contaminant Discharge-Monitoring and Reporting" under the EPA), as such statutes, regulations and guidelines may be amended from time to time. If the Licensee shall bring or create upon the Site, including the Licensed Premises, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any governmental authority, be it federal, provincial or

municipal, or if required to effect compliance with any Environmental Laws or if required by the Licensor;

- (c) it shall diligently comply with all applicable reporting requirements under Ontario Regulation 127/01-“Airborne Contaminant Discharge Monitoring and Reporting” (the “**Regulation**”) under the EPA and shall provide the Licensor with copies of all reports submitted to the Ministry of the Environment. The Licensee shall indemnify the Licensor from all loss, costs and liabilities, including all legal expenses, incurred by the Licensor as a result of the Licensee’s failure to comply with the Regulation. The Licensee shall permit the Licensor to inspect the Licensed Premises at all reasonable times to conduct air emission testing, as required by the Regulation; and
- (d) it will comply in all respects with all Environmental Laws relating to the Licensed Premises or the Use of the Licensed Premises; promptly notify the Licensor in writing of any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to operations in the Licensed Premises and the Site or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant, and promptly notify the Licensor of the existence of any Environmental Contaminant in the Licensed Premises or the Site.

If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Licensed Premises or the Site by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee’s sole cost and expense, payable on demand.

1.14 Construction Liens

If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be done or materials or services furnished or to be furnished for the account of the Licensee, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC’s and the Licensor’s defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee’s sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the Licensor and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this Section 6.14, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

1.15 Health and Safety

The Licensee represents and warrants that, as of the date that this Licence is executed the, the Licensee shall take all reasonable precautions as a prudent Licensee to ensure

the health and safety of the Licensee, its Permittees, employees, service providers, agents, and those for whom the Licensee is in law responsible. The Licensee further covenants and agrees that during any Health Emergency, it shall take all reasonable actions to mitigate or minimize the effects of the Health Emergency, and comply with any rules or regulations of the Licensor or any orders, ordinances, laws, rules, restrictions any by-laws of any public health official or governing bodies.

For purposes of this Licence, a “Health Emergency” means a situation where the Licensee, its Permittees, employees, service providers agents or anyone accessing the Lands or the Building may be exposed to imminent danger from a disease, virus or other biological or physical agents that may be detrimental to human health, based on advice from a medical professional, or a directive, bulletin, notice or other form of communication from a public health authority.

Section 6.16 Construction Schedule and Reporting

To provide a baseline construction schedule (the “**Baseline Construction Schedule**”) to the Licensor on or prior to the Commencement Date. The Baseline Construction Schedule shall be subject to the approval of the Licensor with approval shall not be unreasonably withheld or delayed.

Any change to the Baseline Construction Schedule shall be subject to the approval of the Licensor which approval shall not be unreasonably withheld or delayed. Further, in the event of any such change to the Baseline Construction Schedule, the Licensee shall provide a bi-weekly schedule to the Licensor.

The Licensee shall ensure that the construction does not interfere in any way with Courthouse business, as further set out in Section 6.6 above.

Covenants of the Licensor

The Licensor covenants with the Licensee as follows:

Section 7.1 Use

That the Licensee will have the use of the Licensed Premises on such days and between such times as have been determined by the parties as of the commencement date of the Term and on such additional days as may, at any time during the Term, be authorized by the Licensor.

Section 7.2 Inspection and Entry

The Licensor reserves the right to inspect and enter the Licensed Premises at any time without notice, and to order, in writing, that the Licensee make changes, if in the Licensor’s opinion the Licensee is:

- (a) failing to comply with any term of this Licence or to comply with any reasonable request of the Licensor;
- (b) permitting, causing or contributing to an unsafe condition;
- (c) doing or permitting any conduct or act which improperly reflects on the Government of Ontario; or
- (d) doing or permitting any other conduct or act which renders it inadvisable that the Licensee be allowed to continue carrying on business under this Licence.

If the Licensee fails to comply with any such order within the time limit specified therein, the Licensor shall have the right to terminate this Licence and take possession of the Licensed Premises forthwith, and may remove the Licensee and all of its property from the Licensed Premises, and the Licensor shall not be liable in damages or otherwise by reason of any such actions. Any costs associated with such removal, including the clean-up, repair or replacement to the Licensed Premises or the Site shall be the responsibility of the Licensee.

Section 7.3 Insurance

The Licensor acknowledges that so long as Her Majesty the Queen in right of Ontario is the Licensor, the Licensor shall be self-insured with respect of damage to the Site and will maintain during the Term coverage with respect to commercial general liability risks as a 'Protected Person' under the Government of Ontario General and Road Liability Protection Program, which is funded by Her Majesty the Queen in right of Ontario. The coverage shall provide limits of at least Five Million Dollars (\$5,000,000.00) per occurrence.

Section 7.4 Compliance with Laws

To comply with all codes and regulations of any federal, provincial or municipal laws, regulations and codes of any relevant Authority.

Non-Waiver

No condoning, excusing or overlooking by the Licensor or Licensee of any default, breach or non-observance by the Licensee or the Licensor at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Licensor's or the Licensee's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Licensor or the Licensee herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Licensor or the Licensee save only an express waiver in writing.

Enurement

This Licence shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and other legal representatives, as the case may be.

Governing Law

This Licence shall be governed by and construed in accordance with laws of the Province of Ontario.

Licensee Not a Lessee

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained herein.

Freedom of Information and Digital and Data Directive

The Licensee acknowledges that the this Licence, and any information contained herein, may be required to be released pursuant to the provisions of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, and the Digital and Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Licence or of any information or documents.

Notices

Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the address set out in subsection (f) of the Summary of Basic Terms table, and in the case of the Licensee to the address set out in subsection (g) of the Summary of Basic Terms table. Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that

notwithstanding anything to the contrary in the Electronic Commerce Act, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this Section 13.

Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

Entire Agreement

The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence save as expressly set out in this Licence and that this Licence and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Licence, form part of this Licence.

Severability

The Licensor and the Licensee agree that all of the provisions of this Licence are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Headings and Captions

The headings in this Licence have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Licence nor any of the provisions hereof.

Interpretation

The words "herein", "hereof", "hereby", "hereunder", "hereto", "hereinafter", and similar expressions refer to this Licence and not to any particular paragraphs, section or other portion thereof, unless there is something in the subject matter or context inconsistent therewith.

Conflict of Interest

The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

Counterparts

The parties agree that this Licence may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Licence by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Licence.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Time of the Essence

Time shall be of the essence hereof.

Not Binding on Licensor

This Licence is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Licence on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____,
2021.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

Per:

Name:
Title:
Authorized Signing Officer (s)

Dated this _____ day of _____,
2021.

**THE CORPORATION OF THE CITY OF
LONDON**

Per:

Name:
Title:
Per:

Name:
Title:
Authorized Signing Officer (s)

Legal Description of the Lands

PT LTS 1, 2 & 3 N CARLING ST & PT LTS 1 & 2 E RIDOUT ST, PLAN 61(W), PT CARLING ST PLAN 61(W) CLOSED BY LC166012 & LC174526 PT LTS 18 & 20 & ALL LT 19 N DUNDAS ST BEING PT 2 32R26; EXCEPT PT 1 33R6486 LONDON

Plan of Licensed Premises



Appendix A – Source of Financing Report

Appendix "A"
Confidential

#22005

January 10, 2022
(Property Acquisition)

Chair and Members
Corporate Services Committee

RE: Licence Agreement, 80 Dundas Street
Downtown Loop and Municipal Infrastructure Improvements
(Subledger LD200077)
Capital Project RT1430-7B - Downtown Loop - Land Rapid Transit
The Province (Her Majesty the Queen in Right of Ontario)

Finance Supports Report on the Sources of Financing:

Finance Supports confirms that the cost of this purchase cannot be accommodated within the financing available for it in the Capital Budget, but can be accommodated with additional financing from Capital Receipts and the City Services - Roads Reserve Fund, and that, subject to the approval of the recommendations of the Deputy City Manager, Finance Supports, the detailed source of financing

Estimated Expenditures	Approved Budget	Additional Requirement	Revised Budget	Committed To Date	This Submission
Land Acquisition	1,699,472	22,591	1,722,063	1,699,472	22,591
Total Expenditures	\$1,699,472	\$22,591	\$1,722,063	\$1,699,472	\$22,591
Sources of Financing					
Capital Levy (Note 1)	24,300	1,830	26,130	24,300	1,830
Drawdown from Land Acquisition Reserve Fund	113,357	0	113,357	113,357	0
Drawdown from City Services - Roads Reserve Fund (Development Charges) (Note 2 and 3)	1,561,815	20,761	1,582,576	1,561,815	20,761
Total Financing	\$1,699,472	\$22,591	\$1,722,063	\$1,699,472	\$22,591


Financial Note:

Purchase Cost	\$22,200
Add: HST @13%	2,886
Less: HST Rebate	<u>-2,495</u>
Total Purchase Cost	<u>\$22,591</u>

Note 1: The additional requirement is available from capital receipts (unused pay-as-you-go funding) which is released from old capital projects via the Mid-Year and Year-End Capital Monitoring Reports that are presented to Council.

Note 2: The additional requirement is available as a drawdown from the City Services - Roads Reserve Fund. The uncommitted balance of the reserve fund will be \$6.2M with the inclusion of this project.

Note 3: 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.



Kyle Murray
Director, Financial Planning & Business Support

lp